TRANSCRIPT OF RECORD.

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1901.

No. 190

SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Appellants,

vs.

THE UNITED STATES OF AMERICA,
Appellees.

VOL. II.

(Pages 497 to 1024, inclusive.)

Appeal from the United States Circuit Court of Appeals for the Ninth Circuit.

Filmer Brothers Co. Print, 424 Sansome St., S. F.

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Contract No. 5,748.

Issued July 7, 1887, to John S. Penprose, for lots 1 and 2 of section 29, township 3 south, range 5 west, S. B. M., 26.10 acres. Agreed purchase price, $65.25. Purchase price paid, $65.25; interest paid, $——. Deed issued July 12, 1886, to John S. Penprose. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 26.10 acres of land described above.

Contract No. 11,197.

Issued Aug. 15, 1892, to S. J. Branch, for fractional east half of southeast quarter and fractional northwest quarter of southeast quarter of section 9, township 4 south, range 1 west, S. B. M., 113.40 acres. Agreed purchase price, $5,000.00. Purchase price paid, $1,000.00; interest paid, $1,120.00. Deed issued ———— to ————. Present owner of contract, S. J. Branch. Patent No. —. Issued ————, for —— acres of land described above.

Contract No. 11,357.

Issued Feb. 21, 1895, to Sallie P. Warren, for fractional north half of section 21, township 4 south, range 2 west, S. B. M., 201.63 acres. Agreed purchase price, $756.11. Purchase price paid, $151.22; interest paid, $84.68. Deed issued ———— to ————. Present owner of contract, Mrs. Sallie P. Warren. Patent No. 31. Issued Feb. 12, 1896, for 201.63 acres of land described above.

Contract No. 11,405.

Issued Oct. 29, 1895, to C. S. Green, D. N. Alexander and A. L. Bundy, for the fractional south half of section

21, township 4 south, range 2 west, S. B. M., 294.41 acres. Agreed purchase price, $1,412.86. Purchase price paid, $282.57; interest paid, $79.12. Deed issued ———— to ————. Present owner of contract, C. S. Green, D. N. Alexander and A. L. Bundy. Patent No. 31. Issued Feb. 12, 1896, for 294.41 acres of land described above.

Contract No. 10,800.

Issued Aug. 26, 1891, to Dolores A. de Pico, for the fractional northeast quarter of section 25, township 4 south, range 2 west, S. B. M., 293.87 acres. Agreed purchase price, $2,524.83. Purchase price paid, $504.90; interest paid, $141.39. Deed issued ———— to ————. Present owner of contract, Dolores A. de Pico. Patent No. 28. Issued Dec. 22, 1894, for 293.87 acres of land described above.

Contract No. 11,345.

Issued July 18, 1894, to Mrs. Eliza B. Miller, for the northeast quarter of section 27, township 4 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $44.80. Deed issued ———— to ————. Present owner of contract, Mrs. Eliza B. Miller. Patent No. 31. Issued Feb. 12, 1896, for 160 acres of land described above.

Contract No. 11,346.

Issued July 18, 1894, to Mrs. Eliza B. Miller, for the northwest quarter of section 27, township 4 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $44.-

80. Deed issued ————————, to ————————. Present owner of contract, Mrs. Eliza B. Miller. Patent No. 31. Issued Feb. 12, 1896, for 160 acres of land described above.

Contract No. 11,342.

Issued June 5, 1894, to Mrs. Elizabeth Gilmore, for the southwest quarter of section 27, township 4 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $22.40. Deed issued ————————, to ————————. Present owner of contract, Peter Lawson and A. J. Higgs. Patent No. 31. Issued Feb. 12, 1896, for 160 acres of land described above.

Contract No. 11,341.

Issued June 5, 1894, to Edwin J. Wilbur, for all of fractional section 29, township 4 south, range 2 west, S. B. M., 568.03 acres. Agreed purchase price, $1,420.08. Purchase price paid, $1,420.08; interest paid, $159.04. Deed issued ————————, to ————————. Present owner of contract, Edwin J. Wilbur. Patent No. 31. Issued Feb. 12, 1896, for 568.03 acres of land described above.

Contract No. 11,348.

Issued Aug. 14, 1894, to Pierre Blumaire, for all of fractional section 33, township 4 south, range 2 west, S. B. M., 638.14 acres. Agreed purchase price, $1,595.35. Purchase price paid, $319.07; interest paid, $89.33. Deed issued ————————, to ————————. Present owner of contract, Pierre Blumaire. Patent No. 31. Issued Feb. 12, 1896, for 638.14 acres of land described above.

Contract No. 10,111.

Issued June 27, 1889, to Eli Wharton, for lots 1 and 2 of section 7, township 4 south, range 3 west, S. B. M., 72.05 acres. Agreed purchase price, $1,152.80. Purchase price paid, $1,152.80; interest paid, $230.05. Deed issued April 2, 1895, to Eli Wharton. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 72.05 acres of land described above.

Contract No. 10,112.

Issued June 27, 1889, to Chas. B. Bullock, for the fractional northwest quarter of section 7, township 4 south, range 3 west, S. B. M., 166.77 acres. Agreed purchase price, $2,668.32. Purchase price paid, $533.66; interest paid, $1,195.44. Deed issued ————————, to ————————. Present owner of contract, Geo. W. Cope. Patent No. 28. Issued Dec. 22, 1894, for 166.77 acres of land described above.

Contract No. 10,139.

Issued Aug. 1, 1889, to Jane Pettit, for the northwest quarter of the southeast quarter, and lot 3 of section 7, township 4 south, range 3 west, S. B. M., 71.81 acres. Agreed purchase price, $1,148.96. Purchase price paid, $229.79; interest paid, $386.04. Deed issued ————————, to ————————. Present owner of contract, George B. Knight. Patent No. 28. Issued Dec. 22, 1894, for 71.81 acres of land described above.

Contract No. 10,131.

Issued July 24, 1889, to D. G. Mitchell, for the south half of the southeast quarter, and the south half of the

southwest quarter of section 7, township 4 south, range 3 west, S. B. M., 163.27 acres. Agreed purchase price, $2,612.32. Purchase price paid, $522.46; interest paid, $731.45. Deed issued ————, to ————. Present owner of contract, D. G. Mitchell. Patent No. 28. Issued Dec. 22, 1894, for 163.27 acres of land described above.

Contract No. 10,120.

Issued July 1, 1889, to Geo. W. Best, for the north half of the southwest quarter of section 7, township 4 south, range 3 west, S. B. M., 83.28 acres. Agreed purchase price, $1,332.48. Purchase price paid, $266.49; interest paid, $522.34. Deed issued ————, to ————. Present owner of contract, Sidney Arnold. Patent No. 28. Issued Dec. 22, 1894, for 83.28 acres of land described above.

Contract No. 10,113.

Issued June 27, 1889, to Fred Chandler, for the fractional northwest quarter of section 17, township 4 south, range 3 west, S. B. M., 104.50 acres. Agreed purchase price, $1,672.00. Purchase price paid, $334.40; interest paid, $842.67. Deed issued ————, to ————. Present owner of contract, Fred Chandler. Patent No. 28. Issued Dec. 22, 1894, for 104.50 acres of land described above.

Contract No. 10,114.

Issued June 27, 1889, to V. V. Stevison, for the fractional southeast quarter of section 17, township 4 south, range 3 west, S. B. M., 40.63 acres. Agreed purchase price, $650.08. Purchase price paid, $130.02; interest

paid, $109.20. Deed issued ————, to ————. Present owner of contract, J. F. Hook. Patent No. 28. Issued Dec. 22, 1894, for 40.63 acres of land described above.

Contract No. 10,115.

Issued June 27, 1889, to Charles Whiting, for the southwest quarter of section 17, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $2,560.00. Purchase price paid, $2,560.00; interest paid, $860.16. Deed issued July 2, 1895, to John A. Whiting. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,782.

Issued Aug. 26, 1885, to Wm. B. Doyle, for the northeast quarter of section 19, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960.00. Purchase price paid, $960.00; interest paid, $278.18. Deed issued April 22, 1895, to Bradford Morse, the undivided three-quarter and P. F. Peterson, the undivided quarter. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,783.

Issued Aug. 26, 1885, to Horatio N. Doyle and Wm. B. Doyle, for the southeast quarter of section 19, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960.00. Purchase price paid, $960.00; interest paid, $281.12. Deed issued March 14, 1895, to Horatio N. Doyle. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,756.

Issued Aug. 19, 1885, to Frank E. Stevens, for the northwest quarter of section 19, township 4 south, range 3 west, S. B. M., 166.12 acres. Agreed purchase price, $830.60. Purchase price paid, $830.60; interest paid, $465.10. Deed issued Aug. 28, 1895, to Frank E. Stevens. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 166.12 acres of land described above.

Contract No. 4,870.

Issued Oct. 2, 1885, to Horatio N. Doyle, for the southwest quarter of section 19, township 4 south, range 3 west, S. B. M., 166.04 acres. Agreed purchase price, $830.20. Purchase price paid, $830.20; interest paid, $234.27. Deed issued Jan. 7, 1892, to D. G. Mitchell. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 166.04 acres of land described above.

Contract No. 5,294.

Issued Feb. 8, 1886, to C. O. Perrine, for lots 1, 2 and 3 of section 21, township 4 south, range 3 west, S. B. M., 75.51 acres. Agreed purchase price, $302.04. Purchase price paid, $302.04; interest paid, $101.46. Deed issued March 28, 1892, to C. O. Perrine. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 166.04 acres of land described above.

Contract No. 10,110.

Issued June 27, 1889, to Chas E. Gyger, for the northeast quarter of the northeast quarter of section 25, township 4 south, range 3 west, S. B. M., 40 acres. Agreed

purchase price, $360.00. Purchase price paid, $70.00; interest paid, $100.80. Deed issued ————, to ————. Present owner of contract, Fredk. T. Field. Patent No. 25. Issued Aug. 15, 1894, for 40 acres of land described above.

Contract No. 10,110 A.

Issued June 27, 1889, to Chas. E. Gyger, for the northwest quarter of the northeast quarter of section 25, township 4 south, range 3 west, S. B. M., 40 acres. Agreed purchase price, $360.00. Purchase price paid, $72.00; interest paid, $100.80. Deed issued ————, to ————. Present owner of contract, Fredk. T. Field. Patent No. 25. Issued Aug. 15, 1894, for 40 acres of land described above.

Contract No. 10,110 B.

Issued June 27, 1889, to Chas. E. Gyger, for the southeast quarter of the northeast quarter of section 25, township 4 south, range 3 west, S. B. M., 40 acres. Agreed purchase price, $360.00. Purchase price paid, $72.00; interest paid, $100.80. Deed issued ————, to ————. Present owner of contract, Fredk. T. Field. Patent No. 25. Issued Aug. 15, 1894, for 40 acres of land described above.

Contract No. 10,110 C.

Issued June 27, 1889, to Charles E. Gyger, for the southwest quarter of the northeast quarter of section 25, township 4 south, range 3 west, S. B. M., 40 acres. Agreed purchase price, $360.00. Purchase price paid, $72.00; interest paid, $100.80. Deed issued ————, to ————. Present owner of contract, Fredk. T. Field. Patent No.

25. Issued Aug. 15, 1894, for 40 acres of land described above.

Contract No. 10,287.

Issued April 21, 1890, to Matilda Perry, for the southeast quarter of the northwest quarter, and lots 1 and 2 of section 25, township 4 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $1,280.00. Purchase price paid, $1,280.00; interest paid, $209.26. Deed issued July 2, 1895, to Samuel A. Harsh. Present owner of contract, ————————. Patent No. 25. Issued Aug. 15, 1894, for 80 acres of land described above.

Contract No. 10,288.

Issued April 21, 1890, to Chas. W. Allen, for the southwest quarter of section 25, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $2,400.00. Purchase price paid, $980.00; interest paid, $806.40. Deed issued ————————, to ————————. Present owner of contract, M. M. Gillispie and Chas. Lloyd. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 4,800.

Issued Aug. 31, 1885, to F. S. Volk, for the northeast quarter of section 29, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $160.00; interest paid, $448.00. Deed issued ————————, to ————————. Present owner of contract, Fredk. T. Field. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,748.

Issued Aug. 17, 1885, to Robt. B. Herron, for the north half of the northwest quarter of section 29, township 4 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest paid, $131.62. Deed issued April 11, 1895, to James Patterson, Jr., I. W. Hazelett and J. F. Hamilton. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 80 acres of land described above.

Contract No. 4,749.

Issued Aug. 17, 1885, to Wm. J. Guthrie, for the south half of the northwest quarter of section 29, township 4 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest paid, $134.40. Deed issued ————, to ————. Present owner of contract, Thomas Gilbert. Patent No. 28. Issued Dec. 22, 1894, for 80 acres of land described above.

Contract No. 4,775.

Issued Aug. 25, 1885, to J. P. Hight and T. J. Fording, for the north half of the southeast quarter of section 29, township 4 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $112.00. Deed issued ————, to ————. Present owner of contract, Walter Bennett. Patent No. 28. Issued Dec. 22, 1894, for 80 acres of land described above.

Contract No. 4,774.

Issued Aug. 25, 1885, to J. P. Hight and T. J. Fording, for the south half of the southeast quarter of section 29, township 4 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $50.85. Deed issued May 2, 1896, to Lucy Alice Crawford. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 80 acres of land described above.

Contract No. 4,731.

Issued July 30, 1885, to J. W. Crittenden, for the southwest quarter of section 29, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960.00. Purchase price paid, $960.00; interest paid, $336.00. Deed issued ————, to ————. Present owner of contract, W. S. Wise and Mary A. Jarvis. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,792.

Issued Aug. 27, 1885, to T. J. Fording, for the northeast quarter of section 31, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $640.00. Purchase price paid, $640.00; interest paid, $15.29. Deed issued Feb. 20, 1895, to T. J. Fording. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 5,295.

Issued Feb. 8, 1886, to C. O. Perrine, for the northwest quarter of section 31, township 4 south, range 3 west, S.

B. M., 166.72 acres. Agreed purchase price, $416.80. Purchase price paid, $416.80; interest paid, $66.13. Deed issued Feb. 8, 1886, to C. O. Perrine. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 166.72 acres of land described above.

Contract No. 4,732.

Issued July 30, 1885, to J. A. Peron, for the southeast quarter of section 31, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $94.62. Deed issued March 22, 1895, to Sarah S. Peron. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,801.

Issued Aug. 31, 1885, to A. F. Cornell, for the southwest quarter of section 31, township 4 south, range 3 west, S. B. M., 165.81 acres. Agreed purchase price, $663.24. Purchase price paid, $663.24; interest paid, $217.70. Deed issued ————————, to ————————. Present owner of contract, S. H. Witt. Patent No. 28. Issued Dec. 22, 1894, for 165.81 acres of land described above.

Contract No. 4,803.

Issued Aug. 31, 1885, to A. E. Preston, for the northeast quarter, and the southwest quarter of section 33, township 4 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $880.00. Purchase price paid, $880.00; interest paid, $263.10. Deed issued ————————, to ————————. Present owner of contract, A. E. Preston. Patent No. 28. Issued Dec. 22, 1894, for 320 acres of land described above.

Contract No. 4,733.

Issued July 30, 1885, to Frank M. Coppel, for the northwest quarter of section 33, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest paid, $80.64. Deed issued June 7, 1895, to Orville A. Cravath. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,834.

Issued Sept. 14, 1885, to Robert J. Morison, for the southeast quarter of section 33, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $112.00. Deed issued March 10, 1892, to Robt. J. Morison. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 10,121.

Issued July 6, 1889, to James E. Mack, for the northeast quarter of section 35, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $2,400.00. Purchase price paid, $480.00; interest paid, $537.60. Deed issued ————————, to ————————. Present owner of contract, Arthur P. Morse and Windsor C. J[illegible]son. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,116.

Issued June 27, 1889, to F. S. Plimpton, for the northwest quarter of section 35, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $2,080.00.

Purchase price paid, $2,073.74; interest paid, $741.67. Deed issued ————, to ————. Present owner of contract, Mrs. R. L. Harford. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,133.

Issued July 26, 1889, to W. C. Clark and E. C. Seymour, for the southeast quarter of section 35, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $2,400.00. Purchase price paid, $2,400.00; interest paid, $218.40. Deed issued ————, to ————. Present owner of contract, Hettie Harsh. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,117.

Issued June 27, 1889, to A. A. Courteney, for the southwest quarter of section 35, township 4 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $2,560.00. Purchase price paid, $512.00; interest paid, $1,003.52. Deed issued ————, to ————. Present owner of contract, Samuel C. Wason. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 7,879.

Issued July 30, 1887, to Bernardino Gunado, for the northeast quarter of section 1, township 4 south, range 4 west, S. B. M., 148.20 acres. Agreed purchase price, $2,223.00. Purchase price paid, $2,223.00; interest paid, $373.47. Deed issued March 18, 1892, to A. H. Naftzger. Present owner of contract, ————. Patent No. 18.

Issued Oct. 7, 1891, for 148.20 acres of land described above.

Contract No. 7,881.

Issued July 30, 1887, to Bernardino Guirado, for the northwest quarter of section 1, township 4 south, range 4 west, S. B. M., 154.28 acres. Agreed purchase price, $2,314.20. Purchase price paid, $2,314.20; interest paid, $388.77. Deed issued March 18, 1892, to A. H. Naftzger. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 154.28 acres of land described above.

Contract No. 7,880.

Issued July 30, 1887, to Bernardino Guirado, for the southeast quarter of section 1, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $2,400.00. Purchase price paid, $2,400.00; interest paid, $403.20. Deed issued March 18, 1892, to A. H. Naftzger. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,917.

Issued July 30, 1887, to Bernardino Guirado, for the north half of the southwest quarter of section 1, township 4 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $1,260.00. Purchase price paid, $1,260.00; interest paid, $211.68. Deed issued March 18, 1892, to A. H. Naftzger. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 7,916.

Issued July 30, 1887, to John A. Walls, for the south half of the southwest quarter of section 1, township 4 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $1,260.00. Purchase price paid, $1,260.00; interest paid, $440.65. Deed issued June 15, 1894, to Warren Keeler. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 11,278.

Issued April 12, 1893, to Mrs. Elizabeth Nevin, for the south half of the northeast quarter of section 9, township 4 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $800.00. Purchase price paid, $160.00; interest paid, $134.40. Deed issued ————, to ————. Present owner of contract, Mrs. Elizabeth Nevin. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 7,906.

Issued July 30, 1887, to Jean Oligit, for the northwest quarter of section 9, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest paid, $———. Deed issued Aug. 30, 1892, to Jean Oligit. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 11,354.

Issued Jan. 16, 1895, to S. J. Darrah, for the southeast quarter of section 9, township 4 south, range 4 west, S.

R. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $89.60. Deed issued ————, to ————. Present owner of contract, S. J. Darrah. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 11,288.

Issued May 29, 1893, to Chas. W. Hall, for the northwest quarter of section 11, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $12.20. Deed issued Dec. 16, 1893, to Chas. W. Hall. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,886.

Issued July 30, 1887, to Bernardino Guirado, for the northeast quarter of section 11, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $396.75. Deed issued Jan. 16, 1892, to D. G. Mitchell. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,887.

Issued July 30, 1887, to Bernardino Guirado, for the southeast quarter of section 11, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $615.20. Deed issued June 27, 1894, to J. F. Hook. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,889.

Issued July 30, 1887, to Bernardino Guirado, for the southwest quarter of section 11, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest paid, $183.43. Deed issued Sept. 22, 1894, to George H. Sawyer and Fred Chandler. Present owner of contract, ———. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,892.

Issued July 30, 1887, to D. McCunn and J. W. Nance, for the north half of section 13, township 4 south, range 4 west, S. B. M., 320 acres. Agreed purchase price, $3,200.00. Purchase price paid, $3,200.00; interest paid, $876.10. Deed issued June 23, 1892, to A. H. Naftzger. Present owner of contract, ———. Patent No. 18. Issued Oct. 7, 1891, for 320 acres of land described above.

Contract No. 7,896.

Issued July 30, 1887, to Geo. P. Oakes, for the southeast quarter of section 13, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,440.00. Purchase price paid, $1,440.00; interest paid, $293.21. Deed issued Jan. 16, 1892, to Geo. P. Oakes. Present owner of contract, ———. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 11,392.

Issued July 10, 1895, to Wm. Henry Hall, for the north half of the southwest quarter of section 13, township 4

south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $40.00; interest paid, $44.80. Deed issued ————, to ————. Present owner of contract, Wm. Henry Hall. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 11,423.

Issued April 13, 1896, to F. Chandler and G. H. Sawyer, for the south half of the southwest quarter of section 13, township 4 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $40.00; interest paid, $11.20. Deed issued ————, to ————. Present owner of contract, F. Chandler and G. H. Sawyer. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 7,897.

Issued July 30, 1887, to Thomas Dodds, for the northwest quarter of section 15, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $423.62. Deed issued April 12, 1892, to J. F. Towell. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 161 acres of land described above.

Contract No. 7,918.

Issued July 30, 1887, to Thomas Dodds, for the southwest quarter of section 15, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,488.00. Purchase price paid, $1,488.00; interest paid, $391.97. Deed issued April 27, 1892, to J. F. Towell. Present

owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,902.

Issued July 30, 1887, to Geo. H. Rice, for all of section 21, township 4 south, range 4 west, S. B. M., 640 acres. Agreed purchase price, $2,240.00. Purchase price paid, $2,240.00; interest paid, $593.01. Deed issued April 27, 1892, to J. F. Towell. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 7,904.

Issued July 30, 1887, to F. H. Carpenter and C. E. Gyger, for all of section 25, township 4 south, range 4 west, S. B. M., 640 acres. Agreed purchase price, $2,240.00. Purchase price paid, $2,240.00; interest paid, $1,023.83. Deed issued Nov. 13, 1895, to Carrie B. Sherwood and Fredk. Straw. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 8,378.

Issued Sept. 19, 1887, to J. P. Hargrave, A. N. Little and Chas. R. Gray, for all of section 27, township 4 south, range 4 west, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $620.20. Deed issued April 22, 1895, to A. N. Little, Chas. R. Gray and Emma R. Gray. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 11,410.

Issued Jan. 9, 1886, to Henry W. Carter, for the south half of the northeast quarter, and the south half of the northwest quarter of section 33, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,440.00. Purchase price paid, $288.00; interest paid, $80.64. Deed issued ————, to ————. Present owner of contract, Henry W. Carter. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 11,427.

Issued April 27, 1896, to Fred. R. Carter, for the south half of section 33, township 4 south, range 4 west, S. B. M., 320 acres. Agreed purchase price, $800.00. Purchase price paid, $160.00; interest paid, $44.80. Deed issued ————, to ————. Present owner of contract, Fred R. Carter. Patent No. 18. Issued Oct. 7, 1891, for 320 acres of land described above.

Contract No. 7,907.

Issued July 30, 1887, to Thomas Kelley and Wm. Wright, for the northeast quarter of section 35, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $960.00. Purchase price paid, $192.00; interest paid, $248.80. Deed issued ————, to ————. Present owner of contract, Thomas Kelley and Wm. Wright. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,908.

Issued July 30, 1887, to Thomas Kelley and Wm. Wright, for the northwest quarter of section 35, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $960.00. Purchase price paid, $192.00; interest paid, $161.38. Deed issued ————, to ————. Present owner of contract, Thomas Kelley and Wm. Wright. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,905.

Issued July 30, 1887, to Nathan Philbrook and W. J. Blair, for the southwest quarter of section 35, township 4 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,600. Purchase price paid, $320; interest paid, $716.80. Deed issued ————, to ————. Present owner of contract, E. H. Morse. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 11,413.

Issued Feb. 3, 1896, to W. E. Pedley, for fractional east half of the southwest quarter and fractional southeast quarter of section 5, township 4 south, range 6 west, S. B. M., 246 acres. Agreed purchase price, $818. Purchase price paid, $163.60; interest paid, $45.80. Deed issued ————, to ————. Present owner of contract, W. E. Pedley. Patent No. 2. Issued April 4, 1879, for 246 acres of land described above.

Contract No. 5,305.

Issued Feb. 12, 1886, to Mrs. Lillian B. Hoag, for lots 4 and 5, section 5, township 4 south, range 6 west, S. B. M., 80.40 acres. Agreed purchase price, $221.10. Purchase price paid, $221.10; interest paid, $——. Deed issued Feb. 20, 1886, to Mrs. Lillian B. Hoag. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80.40 acres of land described above.

Contract No. 3,771.

Issued July 1, 1884, to Abram Hoag, for fractional southwest quarter of section 9, township 4 south, range 6 west, S. B. M., 170.33 acres. Agreed purchase price, $425.83. Purchase price paid, $425.83; interest paid, $64.24. Deed issued April 5, 1887, to Mrs. Lillian D. Hoag. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 170.33 acres of land described above.

Contract No. 2,286.

Issued April 10, 1882, to Abram Hoag, for lots 1, 2, 3 and 4, section 17, township 4 south, range 6 west, S. B. M., 156.27 acres. Agreed purchase price, $390.68. Purchase price paid, $390.68; interest paid, $——. Deed issued April 27, 1882, to Abram Hoag. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 156.27 acres of land described above.

Contract No. 5,306.

Issued Feb. 12, 1886, to Mrs. Lillian D. Hoag, for the south half of the northeast quarter; south half of the northwest quarter and the south half of section 17, town-

ship 4 south, range 6 west, S. B. M., 474.68 acres. Agreed purchase price, $1,186.70. Purchase price paid, $1,186.70; interest paid, $71.98. Deed issued April 14, 1887, to Mrs. Lillian D. Hoag. Present owner of contract, ———. Patent No. 2. Issued April 4, 1879, for 474.68 acres of land described above.

Contract No. 11,304.

Issued Aug. 23, 1893, to William Yong Dameron, for the southeast quarter of section 19, township 4 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $67.20. Deed issued ———, to ———. Present owner of contract, William Yong Dameron. Patent No. —. Issued ———, for —— acres of land described above.

Contract No. 2,564.

Issued Nov. 8, 1882, to George A. Craw, for lots 1, 2, 7 and 8, section 21, township 4 south, range 6 west, S. B. M., 192.83 acres. Agreed purchase price, $1,538.68. Purchase price paid, $1,538.68; interest paid, $330.29. Deed issued Oct. 2, 1886, to George A. Craw and Nancy E. Craw. Present owner of contract, ———. Patent No. 4. Issued June 26, 1882, for 97.41 acres of land described above. Also patent No. 2. Issued April 4, 1879, for 95.42 acres of land described above.

Contract No. 792.

Issued March 13, 1880, to George A. Craw, for lot 9, section 21, township 4 south, range 6 west, S. B. M., 42.63 acres. Agreed purchase price, $147.07. Purchase price

paid, $147.07; interest paid, $——. Deed issued March 16, 1880, to George A. Craw. Present owner of contract, ——————. Patent No. 2. Issued April 18, 1879, for 42.63 acres of land described above.

Contract No. 4,232.

Issued Jan. 28, 1885, to A. H. Brown, for lot 12, section 21, and fractional northwest quarter of section 27, township 4 south, range 6 west, S. B. M., 204.48 acres. Agreed purchase price, $754.53. Purchase price paid, $754.53; interest paid, $211.25. Deed issued Feb. 1, 1890, to A. H. Brown. Present owner of contract, ——————. Patent No. 2. Issued April 4, 1879, for 204.48 acres of land described above.

Contract No. 5,622.

Issued June 2, 1886, to C. O. Perrine, for fractional northeast quarter of section 27, township 4 south, range 6 west, S. B. M., 190.99 acres. Agreed purchase price, $525.22. Purchase price paid, $525.22; interest paid, $118.46. Deed issued June 11, 1890, to South Riverside Land & Water Co. Present owner of contract, ——————. Patent No. 2. Issued April 4, 1879, for 190.99 acres of land described above.

Contract No. 5,623.

Issued June 2, 1886, to C. O. Perrine, for fractional southeast quarter of section 27, township 4 south, range 6 west, S. B. M., 166.26 acres. Agreed purchase price, $640.10. Purchase price paid, $640.10; interest paid, $144.36. Deed issued June 11, 1890, to South Riverside Land & Water Co. Present owner of

contract, ————————. Patent No. 2. Issued April 4, 1879, for 166.26 acres of land described above.

Contract No. 5,568.

Issued May 7, 1886, to Joseph Mac Gillivray, for the southwest quarter of section 27, township 4 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $43.60. Deed issued April 23, 1888, to Joseph *Mc*Gillivray. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 11,305.

Issued Sept. 1, 1893, to John A. Beanlien, for the west half of section 29, township 4 south, range 6 west, S. B. M., 320 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $44.80. Deed issued ———————, to ————————. Present owner of contract, John *H*. Beanlien. Patent No. —. Issued ————, for ——— acres of land described above.

Contract No. 797.

Issued March 16, 1880, to George Anderson, for the east half of the northeast quarter of section 33, township 4 south, range 6 west, S. B. M., 80 acres. Agreed purchase price, $250. Purchase price paid, $250; interest paid, $60. Deed issued March 19, 1883, to George Anderson. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,357.

Issued July 24, 1882, to Henry J. Dull, for the southeast quarter of the southeast quarter of section 33, township 4 south, range 6 west, and lot 4, section 3, township 5 south, range 6 west, S. B. M., 79 acres. Agreed purchase price, $207. Purchase price paid, *$207.50;* interest paid, $56.30. Deed issued June 27, 1887, to Henry J. Dull. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above. Also patent No. 3. Issued Dec. 2, 1880, for 39 acres of land described above.

Contract No. 5,569.

Issued May 7, 1886, to A. H. Brown, for the west half of the northeast quarter of section 33, township 4 south, range 6 west, S. B. M., 80 acres. Agreed purchase price, $250. Purchase price paid, $250; interest paid, $18. Deed issued Sept. 29, 1887, to A. H. Brown. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 3,999.

Issued Oct. 17, 1884, to Donald R. Stevenson, for the northeast quarter of the southeast quarter and the west half of the southeast quarter of section 33, township 4 south, range 6 west, S. B. M., 120 acres. Agreed purchase price, $330. Purchase price paid, $330; interest paid, $55.09. Deed issued Oct. 21, 1887, to Donald R. Stevenson. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 120 acres of land described above.

Contract No. 7,369.

Issued May 20, 1887, to D. R. Stevenson, for the west half of section 33, township 4 south, range 6 west, S. B. M., 320 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $448. Deed issued ——— ———, to ———————. Present owner of contract, B. Jastrowitz. Patent No. —. Issued ————————, for ——— acres of land described above.

Contract No. 5,625.

Issued June 2, 1886, to C. O. Perrine, for the northeast quarter of section 35, township 4 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $90.22. Deed issued June 11, 1890, to South Riverside Land & Water Co. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 5,624.

Issued June 2, 1886, to C. O. Perrine, for the north half of the northwest quarter of section 35, township 4 south, range 6 west, S. B. M., 80 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $80.64. Deed issued April 16, 1889, to South Riverside Land & Water Co. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,142.

Issued Dec. 19, 1884, to Patrick Gallagher, for the southeast quarter and the east half of the southwest quarter of section 35, township 4 south, range 6 west, S. B. M.,

240 acres. Agreed purchase price, $750. Purchase price paid, $750; interest paid, $——. Deed issued Dec. 29, 1884, to Patrick Gallagher. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 240 acres of land described above.

Contract No. 7,998.

Issued Aug. 10, 1887, to Edward Carroll, for fractional northwest quarter of section 7, township 5 south, range 1 west, S. B. M., 111.88 acres. Agreed purchase price, $391.58. Purchase price paid, $391.58; interest paid, $——. Quitclaim deed issued Aug. 30, 1887, to Edward Carroll. Present owner of contract, ————. Patent No. —. Issued, ————, for ——— acres of land described above.

Contract No. 7,823.

Issued July 15, 1887, to T. Angie Swope, for the northwest quarter of the northeast quarter and lot 4 of section 7, township 5 south, range 1 west, S. B. M., 56 acres. Agreed purchase price, $196. Purchase price paid, $196; interest paid, $———. Quitclaim deed issued Aug. 8, 1887, to *E.* Angie Swope. Present owner of contract, ———— ——. Patent No. —. Issued ————, for ——— acres of land described above.

Contract No. 9,615.

Issued May 16, 1888, to Hemet Land Company, for the northeast quarter of section 23, township 5 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $4,000. Purchase price paid, $4,000; interest paid, $1,315.37. Deed issued April 2, 1894, to Hemet Land Company.

Present owner of contract, ————————. Patent No. 12. Issued Jan. 29, 1891, for 160 acres of land described above.

Contract No. 9,631.

Issued May 24, 1888, to H. M. Johnston, for fractional south half of section 23, township 5 south, range 1 west, S. B. M., 306.19 acres. Agreed purchase price, $765.48. Purchase price paid, $765.48; interest paid, $144.63. Deed issued Oct. 19, 1891, to John S. Griffin. Present owner of contract, ————————. Patent No. 12. Issued Jan. 29, 1891, for 306.19 acres of land described above.

Contract No. 9,614.

Issued May 14, 1888, to W. E. Simmons, for all of section 25, township 5 south, range 1 west, S. B. M., 640 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $223. Deed issued Sept. 18, 1894, to I. B. Newton and H. W. Latham. Present owner of contract, ————————. Patent No. 25. Issued Aug. 15, 1894, for 640 acres of land described above.

Contract No. 10,455.

Issued Sept. 23, 1890, to J. G. Miller, for the northeast quarter and lots 1 and 2, section 27, township 5 south, range 1 west, S. B. M., 260.76 acres. Agreed purchase price, $3,389.88. Purchase price paid, $677.97; interest paid, $379.66. Deed issued ————————, to ———— ————. Present owner of contract, J. G. Miller. Patent No. 25. Issued Aug. 15, 1894, for 260.76 acres of land described above.

Contract No. 11,282.

Issued April 19, 1893, to Isaac M. Gibbel, for lots 3 and 4 of section 29, township 5 south, range 1 west, S. B. M., 81.17 acres. Agreed purchase price, $324.68. Purchase price paid, $64.94; interest paid, $72.72. Deed issued ——— ———, to ———————. Present owner of contract, Isaac M. Gibbel. Patent No. —. Issued ———————, for ——— acres of land described above.

Contract No. 11,431.

Issued May 2, 1896, to Ransom B. Sheldon, for fractional north half of section 31, township 5 south, range 1 west, S. B. M., 323.29 acres. Agreed purchase price, $808.22. Purchase price paid, $161.65; interest paid, $45.25. Deed issued ———————, to ———————. Present owner of contract, Ransom B. Sheldon. Patent No. —. Issued ———————, for ——— acres of land described above.

Contract No. 10,140.

Issued Aug. 1, 1889, to R. B. Cadd, for the southeast quarter of section 31, township 5 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $1,600. Purchase price paid, $320; interest paid, $268.80. Deed issued ———————, to ———————. Present owner of contract, R. B. Cadd. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,341.

Issued May 27, 1890, to Peter Milliken, for the southwest quarter of section 31, township 5 south, range 1

west, S. B. M., 160.75 acres. Agreed purchase price, $803.75. Purchase price paid, $160.75; interest paid, $270.06. Deed issued ————, to ————. Present owner of contract, Peter Milliken. Patent No. 25. Issued Aug. 15, 1894, for 160.75 acres of land described above.

Contract No. 10,141.

Issued Aug. 1, 1889, to James G. Roripough, for lots 1 and 2, section 33, township 5 south, range 1 west, S. B. M., 33.72 acres. Agreed purchase price, $337.20. Purchase price paid, $337.20; interest paid, $57.97. Deed issued Nov. 3, 1894, to James M. Browning. Present owner of contract, ————. Patent No. 25. Issued Aug. 15, 1894, for 33.72 acres of land described above.

Contract No. 9,613.

Issued May 14, 1888, to J. S. Stillman, for the northeast quarter of section 35, township 5 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $179.20. Deed issued ————, to ————. Present owner of contract, D. Bridenstine. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 2,759.

Issued April 28, 1883, to George W. Thurston, Jr., for the northwest quarter of the northeast quarter; the south half of the northeast quarter; the north half of the southeast quarter of section 1, township 5 south, range 2 west, S. B. M., 200 acres. Agreed purchase price, $620. Purchase price paid, $620; interest paid, $172.75. Deed issued

April 21, 1888, to George W. Thurston, Jr. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 200 acres of land described above.

Contract No. 2,760.

Issued April 28, 188 , to H. S. Goff, for the south half of the southeast quarter of section 1, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $260. Purchase price paid, $260; interest paid, $72. Deed issued April 13, 1888, to J. D. Platt. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,149.

Issued Jan. 16, 1885, to George W. Thurston, for the northeast quarter of the northeast quarter of section 1, township 5 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $160. Purchase price paid, $160; interest paid, $43.30. Deed issued Nov. 19, 1889, to Mrs. Minnie L. Thurston. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 4,154.

Issued Dec. 29, 1884, to A. Goodwin and W. W. Martin, for the east half of the northwest quarter and the east half of the southwest quarter of section 1, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $560. Purchase price paid, $560; interest paid, $190.78. Deed issued Feb. 7, 1891, to S. F. McFadden. Present owner of contract, ————————. Patent

No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 11,412.

Issued Jan. 24, 1896, to J. S. Robinson, for the northeast quarter of section 3, township 5 south, range 2 west, S. B. M., 160.69 acres. Agreed purchase price, $401.73. Purchase price paid, $80.35; interest paid, $22.50. Deed issued ————, to ————. Present owner of contract, J. S. Robinson. Patent No. 25. Issued Aug. 15, 1894, for 160.69 acres of land described above.

Contract No. 11,333.

Issued Feb. 6, 1894, to J. S. Robinson, for the west half of section 3, township 5 south, range 2 west, S. B. M., 319.37 acres. Agreed purchase price, $1,515.59. Purchase price paid, $303.12; interest paid, $254.64. Deed issued ————, to ————. Present owner of contract, J. S. Robinson. Patent No. 25. Issued Aug. 15, 1894, for 319.37 acres of land described above.

Contract No. 4,256.

Issued Feb. 2, 1885, to William J. McEwen, for all of section 7, township 5 south, range 2 west, S. B. M., 640 acres. Agreed purchase price, $1,920. Purchase price paid, $1,920; interest paid, $284.96. Deed issued May 1, 1888, to J. G. Miller. Present owner of contract, ———— ————. Patent No. 2. Issued April 4, 1879, for 640 acres of land described above.

Contract No. 3,571.

Issued May 17, 1884, to Robert W. Shaw, for the northeast quarter of the southwest quarter; the east half of

the northwest quarter and the northeast quarter of section 11, township 5 south, range 2 west, S. B. M., 280 acres. Agreed purchase price, $790. Purchase price paid, $790; interest paid, $137.40. Deed issued June 27, 1887, to George Hocknell. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 280 acres of land described above.

Contract No. 2,624.

Issued Dec. 15, 1882, to Robert W. Shaw, for the southeast quarter of the southwest quarter and the southeast quarter of section 11, township 5 south, range 2 west, S. B. M., 200 acres. Agreed purchase price, $1,060. Purchase price paid, $1,060; interest paid, $268.80. Deed issued June 27, 1887, to George Hocknell. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 200 acres of land described above.

Contract No. 5,886.

Issued Aug. 30, 1886, to Mary Jane Shaw, for the southwest quarter of the southwest quarter of section 11, township 5 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $——. Deed issued Sept. 29, 1886, to Mary Jane Shaw. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 4,770.

Issued Aug. 22, 1885, to S. Gregory Lines, for the northeast quarter of section 15, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Pur-

chase price paid, $400; interest paid, $117.60. Deed issued Dec. 4, 1890, to S. M. Goddard. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 3,723.

Issued June 19, 1884, to George Patterson, for the south half of the northwest quarter; the northeast quarter of the southwest quarter and the northwest quarter of the southeast quarter of section 15, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $490. Purchase price paid, $490; interest paid, $193.06. Deed issued July 8, 1891, to Thomas J. Steuart and G. M. Adam. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 6,031.

Issued Nov. 16, 1886, to M. L. Wicks, for the north half of the northwest quarter of section 15, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $40; interest paid, $44.80. Deed issued ————————, to ————————. Present owner of contract, C. N. Richards. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 5,947.

Issued Sept. 28, 1886, to B. H. Clark, for the east half of the southeast quarter of section 15, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $74.80. Deed issued June 6, 1893, to E. L. Mayberry and W. F.

Whittier. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 3,367.

Issued March 25, 1884, to George Patterson, for the northwest quarter of the southwest quarter and the southwest quarter of the southeast quarter of section 15, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $280. Purchase price paid, $280; interest paid, $78.55. Deed issued April 9, 1889, to Thomas J. Steuart and G. M. Adams. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 3,282.

Issued March 5, 1884, to Rachael Miller, for the south half of the southwest quarter of section 15, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $240. Purchase price paid, $240; interest paid, $67.20. Deed issued March 14, 1889, to L. F. Davis, M. J. Clark and Daniel H. Miller. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,853.

Issued Sept. 23, 1885, to W. W. Guthridge, for the northeast quarter of section 17, township 5 south, range 2 west, S. B. M., 144.96 acres. Agreed purchase price, $362.40. Purchase price paid, $362.40; interest paid, $104.95. Deed issued Dec. 4, 1890, to Mrs. Emma N. Guthridge. Present

owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 144.96 acres of land described above.

Contract No. 6,033.

Issued Nov. 16, 1886, to M. L. Wicks, for the southwest quarter of section 17, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $320. Purchase price paid, $64; interest paid, $71.68. Deed issued ———— ————, to ————————. Present owner of contract, C. N. Richards. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 11,147.

Issued May 12, 1892, to C. A. Beardsley, for the southeast quarter of section 19, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $128; interest paid, $71.68. Deed issued ————————, to ————————. Present owner of contract, C. A. Beardsley. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 10,702.

Issued Feb. 24, 1891, to Peter Milliken, for the north half of section 19, township 5 south, range 2 west, S. B. M., 310.52 acres. Agreed purchase price, $776.30. Purchase price paid, $156.26; interest paid, $260.82. Deed issued ————————, to ————————. Present owner of contract, Peter Milliken. Patent No. 28. Issued Dec. 22, 1894, for 310.52 acres of land described above.

Contract No. 4,170.

Issued Jan. 2, 1884, to Lysander Utt, for the southwest quarter of section 19, township 5 south, range 2 west, S. B. M., 151.88 acres. Agreed purchase price, $759.40. Purchase price paid, $759.40; interest paid, $205.58. Deed issued Nov. 18, 1889, to P. S. Brinkerhoff. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 151.88 acres of land described above.

Contract No. 2,709.

Issued June 13, 1884, to Daniel Griswold, for the south half of the southeast quarter of section 21, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $33.23. Deed issued June 21, 1887, to Amy Winchester. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 3,588.

Issued May 21, 1884, to Alice F. Hobart, for the south half of the southwest quarter of section 21, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $240. Purchase price paid, $240; interest paid, $1.72. Deed issued July 11, 1884, to Alice F. Hobart. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 6,032.

Issued Nov. 16, 1886, to M. L. Wicks, for the north half of the southwest quarter of section 21, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price,

$200. Purchase price paid, $40; interest paid, $44.80. Deed issued ————————, to ————————. Present owner of contract, C. N. Richards. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,440.

Issued March 14, 1885, to *Laura A. Ballard*, for the northeast quarter of section 23, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $110.50. Deed issued Feb. 25, 1890, to Laura A. Stowe Ballard. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 4,245.

Issued Jan. 31, 1885, to George B. Lyon, for the southwest quarter of the northwest quarter and the west half of the southwest quarter of section 23, township 5 south, range 2 west, S. B. M., 120 acres. Agreed purchase price, $380. Purchase price paid, $380; interest paid, $124.23. Deed issued Jan. 13, 1891, to S. T. McFadden. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 120 acres of land described above.

Contract No. 4,443.

Issued March 14, 1885, to Laura A. Ballard, for the north half of the northwest quarter and the southeast quarter of the northwest quarter of section 23, township 5 south, range 2 west, S. B. M., 120 acres. Agreed purchase price, $300. Purchase price paid, $300; interest paid, $83. Deed issued Feb. 25, 1890, to Laura A. Stowe

Ballard. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 120 acres of land described above.

Contract No. 4,441.

Issued March 14, 1885, to Laura A. Ballard, for the east half of the southeast quarter of section 23, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $220. Purchase price paid, $220; interest paid, $60.80. Deed issued Feb. 25, 1890, to Laura A. Stowe Ballard. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,442.

Issued March 14, 1885, to Laura A. Ballard, for the northeast quarter of the southwest quarter of section 23, township 5 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $110. Purchase price paid, $110; interest paid, $30.40. Deed issued Feb. 25, 1890, to Laura A. Stowe Ballard. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 4,365.

Issued Feb. 19, 1885, to Alonzo M. Frink and Marcus L. Frink, for the west half of the southeast quarter and the southeast quarter of the southwest quarter of section 23, township 5 south, range 2 west, S. B. M., 120 acres. Agreed purchase price, $330. Purchase price paid, $330; interest paid, $27.71. Deed issued Oct. 7, 1886, to Alonzo M. Frink and Marcus L. Frink. Present owner of con-

tract, ————————. Patent No. 2. Issued April 4, 1879, for 120 acres of land described above.

Contract No. 3,690.

Issued June 9, 1884, to William Haslam, for the northeast quarter of section 25, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $268.80. Deed issued June 24, 1889, to D. Bridenstine. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 4,085.

Issued Nov. 3, 1884, to Miss N. I. McBride, for the west half of the northwest quarter of section 25, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $230. Purchase price paid, $230; interest paid, $64.40. Deed issued Oct. 23, 1889, to Elizabeth Haslam. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 3,733.

Issued June 24, 1884, to E. W. Durant, for the southeast quarter; the east half of the northwest quarter; the northeast quarter of the southwest quarter of section 25, township 5 south, range 2 west, S. B. M., 280 acres. Agreed purchase price, $1,280. Purchase price paid, $1,280; interest paid, $322.90. Deed issued April 4, 1889, to Blakeley Durant and E. W. Durant, Jr. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 280 acres of land described above.

Contract No. 3,895.

Issued Aug. 30, 1884, to William Haslam, for the northwest quarter of the southwest quarter and the south half of the southwest quarter of section 25, township 5 south, range 2 west, S. B. M., 120 acres. Agreed purchase price, $330. Purchase price paid, $330; interest paid, $89.15. Deed issued July 16, 1889, to William Haslam. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 120 acres of land described above.

Contract No. 2,486.

Issued Oct. 16, 1882, to Edgar A. Beardsley, for all of section 29, township 5 south, range 2 west, S. B. M., 640 acres. Agreed purchase price, $2,080. Purchase price paid, $2,080; interest paid, $582.40. Deed issued Nov. 3, 1887, to J. G. Miller. Present owner of contract, ———— ————. Patent No. 2. Issued April 4, 1879, for 640 acres of land described above.

Contract No. 4,257.

Issued Feb. 2, 1885, to William J. McEwen, for the northeast quarter of section 31, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $156.16. Deed issued Oct. 15, 1889, to William J. McEwen. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 3,823.

Issued July 23, 1884, to Edward McEwen, for the east half of the northwest quarter of section 31, township 5

south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $300. Purchase price paid, $300; interest paid, $84. Deed issued July 16, 1889, to Edward McEwen. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,434.

Issued March 11, 1885, to William J. McEwen, for the west half of the northwest quarter of section 31, township 5 south, range 2 west, S. B. M., 73.60 acres. Agreed purchase price, $184. Purchase price paid, $184; interest paid, $——. Deed issued March 12, 1885, to William J. McEwen. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 73.60 acres of land described above.

Contract No. 5,384.

Issued Feb. 27, 1886, to William J. McEwen, for the northeast quarter of the southwest quarter of section 31, township 5 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $40. Purchase price paid, $40; interest paid, $——. Deed issued April 18, 1892, to William J. McEwen. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 6,035.

Issued Nov. 16, 1886, to M. L. Wicks, for the west half of the southwest quarter of section 31, township 5 south, range 2 west, S. B. M., 80.24 acres. Agreed purchase price, $200.60. Purchase price paid, $200.60; interest paid, $91.86. Deed issued Feb. 6, 1895, to J. C. Willmon.

Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80.24 acres of land described above.

Contract No. 3,968.

Issued Oct. 2, 1884, to Peter Milliken, for the northeast quarter of section 33, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $193.80. Deed issued Feb. 28, 1889, to Peter Milliken. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 3,967.

Issued Oct. 2, 1884, to Frederick J. Castlehun, for the northwest quarter of section 33, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $97.05. Deed issued Dec. 22, 1886, to Frederick J. Castlehun. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 10,165.

Issued Sept. 10, 1889, to Philip A. Rice, for the southeast quarter of section 33, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $81.03. Deed issued April 2, 1895, to Peter Milliken. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 10,164.

Issued Sept. 10, 1889, to Philip A. Rice, for the southwest quarter of section 33, township 5 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $640; interest paid, $129.89. Deed issued April 11, 1895, to Philip A. Rice. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 3,887.

Issued Aug. 26, 1884, to A. F. Cornell, for the east half of the northeast quarter of section 35, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $11.20. Deed issued Sept. 2, 1885, to Clarence M. Mylrea. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,888.

Issued Aug. 26, 1884, to A. F. Cornell, for the west half of the northeast quarter of section 35, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $11.20. Deed issued Sept. 2, 1885, to Clarence M. Mylrea. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,889.

Issued Aug. 26, 1884, to A. F. Cornell, for the east half of the northwest quarter of section 35, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price,

$200. Purchase price paid, $200; interest paid, $11.20. Deed issued Sept. 2, 1885, to Clarence M. Mylrea, Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,890.

Issued Aug. 26, 1884, to A. F. Cornell, for the west half of the northwest quarter of section 35, township 5 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $11.20. Deed issued Sept. 2, 1885, to Clarence M. Mylrea, Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 10,349.

Issued June 23, 1890, to Martin Gahm, for the northeast quarter of section 1, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $113.90. Deed issued July 22, 1895, to Martin Gahm. Present owner of contract, ————————. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,249.

Issued March 13, 1890, to Albert L. Bogart, for the northwest quarter of section 1, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ————————, to ————————. Present owner of contract, Albert L. Bogart. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,196.

Issued Nov. 2, 1889, to E. Gunther, for the southeast quarter of section 1, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $480. Purchase price paid, $96; interest paid, $188.16. Deed issued ————, to ————. Present owner of contract, E. Gunther. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,195.

Issued Oct. 28, 1889, to Horace F. Jewell, for the southwest quarter of section 1, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $480. Purchase price paid, $96; interest paid, $161.28. Deed issued ————, to ————. Present owner of contract, W. I. Hollingsworth. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,128.

Issued July 22, 1889, to M. L. Mates, for the northeast quarter of section 3, township 5 south, range 3 west, S. B. M., 159.49 acres. Agreed purchase price, $2,551.84. Purchase price paid, $2,551.84; interest paid, $291.75. Deed issued ————, to ————. Present owner of contract, M. L. Mates and Frank M. Cappel. Patent No. 28. Issued Dec. 22, 1894, for 159.49 acres of land described above.

Contract No. 4,743.

Issued Aug. 7, 1885, to B. J. Inwall and Edw. F. Thayer, for the southeast quarter of section 3, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price,

$960. Purchase price paid, $360; interest paid, $579.60. Deed issued ————, to ————. Present owner of contract, Wm. Russell. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,676.

Issued June 18, 1895, to W. H. McCarty, for the west half of section 3, township 5 south, range 3 west, S. B. M., 318.49 acres. Agreed purchase price, $1,910.94. Purchase price paid, $1,910.94; interest paid, $1,093.88. Deed issued Sept. 16, 1895, to W. H. McCarty and Wm. Swan. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 318.49 acres of land described above.

Contract No. 4,717.

Issued July 22, 1885, to A. E. Preston, for the northeast quarter of section 5, township 5 south, range 3 west, S. B. M., 156.55 acres. Agreed purchase price, $626.20. Purchase price paid, $626.20; interest paid, $84.74. Deed issued ————, to ————. Present owner of contract, G. P. Thornburgh. Patent No. 28. Issued Dec. 22, 1894, for 156.55 acres of land described above.

Contract No. 4,429.

Issued March 9, 1885, to Wm. H. Stenger, for lot 1 of the northwest quarter of section 5, township 5 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $47.03. Deed issued May 14, 1895, to Adolph Levy. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 80 acres of land described above.

Contract No. 4,431.

Issued March 9, 1885, to Andrew Gfroerer, for the north half of the northwest quarter of section 5, township 5 south, range 3 west, S. B. M., 75.65 acres. Agreed purchase price, $453.90. Purchase price paid, $453.90; interest paid, $———. Deed issued May 3, 1895, to Andrew Gfroerer. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 75.65 acres of land described above.

Contract No. 4,430.

Issued March 9, 1895, to Irene R. Favorite, for the southwest quarter of section 5, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $144.20. Deed issued May 3, 1895, to Irene R. Ehrmann. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,552.

Issued April 29, 1885, to Oscar J. Gates, for the southeast quarter of section 5, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $640; interest paid, $279.20. Deed issued April 2, 1895, to Oscar J. Gates and James B. Brown, Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,427.

Issued March 9, 1885, to Albert J. Mauermann, for all of section 7, township 5 south, range 3 west, S. B. M.,

628.65 acres. Agreed purchase price, $2,212. Purchase price paid, $2,212; interest paid, $758.32. Deed issued April 2, 1895, to Albert J. Mauermann. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 628.65 acres of land described above.

Contract No. 4,515.

Issued April 8, 1885, to Frederic C. Whiting, for the northeast quarter of section 9, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $448. Deed issued May 2, 1896, to Elisha H. Pierce. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,506.

Issued April 6, 1885, to Thomas McCullough, for the northwest quarter of section 9, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $220.54. Deed issued April 22, 1895, to Nathaniel McCullough. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,481.

Issued March 28, 1885, to Frederick C. Whiting, for the southeast quarter of section 9, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $5.54. Deed issued July 23, 1895, to L. A. Grant. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,480.

Issued March 28, 1885, to Frederic C. Whiting, for the southwest quarter of section 9, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $———. Deed issued July 23, 1895, to L. A. Grant. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 10,404.

Issued July 15, 1890, to Geo. B. Knight, for the northeast quarter of section 11, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $3,200. Purchase price paid, $640; interest paid, $358.40. Deed issued ————————, to ————————. Present owner of contract, Samuel A. Stewart. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 10,405.

Issued July 15, 1890, to Peter Suman, for the northeast quarter of the northwest quarter of section 11, township 5 south, range 3 west, S. B. M., 40 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $224. Deed issued ————————, to ————————. Present owner of contract, Peter Suman. Patent No. 28. Issued Dec. 22, 1894, for 40 acres of land described above.

Contract No. 10,522.

Issued October 16, 1890, to C. H. Haver, for the northwest quarter of the northwest quarter of section 11, township 5 south, range 3 west, S. B. M., 40 acres. Agreed

purchase price, $800. Purchase price paid, $160; interest paid, $179.20. Deed issued ————, to ————. Present owner of contract, C. H. Haver. Patent No. 28. Issued Dec. 22, 1894, for 40 acres of land described above.

Contract No. 10,504.

Issued Oct. 3, 1890, to C. H. Scott, for the southeast quarter of section 11, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $3,200. Purchase price paid, $3,200; interest paid, $408.32. Deed issued April 2, 1895, to Mrs. Ella E. Stewart. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,584.

Issued May 6, 1885, to Jno. M. Griffin, for the southwest quarter of section 11, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $304.52; interest paid, $405.36. Deed issued ————, to ————. Present owner of contract, Eliza Griffin, widow. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 10,689.

Issued Jan. 29, 1891, to S. A. Stewart, for the northwest quarter of section 13, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $3,200. Purchase price paid, $3,200; interest paid, $797.61. Deed issued ————, to ————. Present owner of contract, Corliss Stewart. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 10,690.

Issued Jan. 29, 1891, to S. A. Stewart, for the southwest quarter of section 13, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $3,200. Purchase price paid, $1,518.77; interest paid, $817.53. Deed issued ————, to ————. Present owner of contract, Fred L. Stewart. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,586.

Issued May 6, 1885, to John N. Griffin, for the northeast quarter of section 15, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $403; interest paid, $615.60. Deed issued ————, to ————. Present owner of contract, Eliza Griffin. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,585.

Issued May 6, 1885, to John N. Griffin, for the northwest quarter of section 15, township 5 south, range 3 west, S. B. M. 160 acres. Agreed purchase price, $960. Purchase price paid, $403; interest paid, $615.60. Deed issued ————, to ————. Present owner of contract, Eliza Griffin. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,703.

Issued July 13, 1885, to James F. Jones, for the south half of section 15, township 5 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $1,920.00. Pur-

chase price paid, $384.00; interest paid, $322.56. Deed issued ————, to ————. Present owner of contract, James F. Jones. Patent No. 28. Issued Dec. 22, 1894, for 320 acres of land described above.

Contract No. 4,293.

Issued Feb. 5, 1885, to Luigi Dama, for the northeast quarter of section 17, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $210.19. Deed issued April 22, 1895, to Edward E. Perley. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,294.

Issued Feb. 5, 1885, to Luigi Dama, for the northwest quarter of section 17, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $640.00 Purchase price paid, $640.00; interest paid, $168.05. Deed issued April 22, 1895, to Edward E. Perley. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,295.

Issued Feb. 5, 1885, to Luigi Dama, for the southeast quarter of section 17, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $560.00. Purchase price paid, $560.00; interest paid, $147.13. Deed issued April 22, 1895, to Edward E. Perley. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,296.

Issued Feb. 5, 1885, to Luigi Dama, for the southwest quarter of section 17, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $105.22. Deed issued April 22, 1895, to Edward E. Perley. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 5,574.

Issued May 8, 1886, to John W. Reese, for all of section 19, township 5 south, range 3 west, S. B. M., 628.31 acres. Agreed purchase price, $600.00. Purchase price paid, $120.00; interest paid, $100.80. Deed issued ————, to ————. Present owner of contract, John W. Reese. Patent No. 28. Issued Dec. 22, 1894, for 314.28 acres of land described above.

Contract No. 4,686.

Issued June 24, 1885, to I. C. Whiting, for the northeast quarter of section 21, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960.00. Purchase price paid, $960.00; interest paid, $168.00. Deed issued July 23, 1895, to L. A. Grant. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,561.

Issued April 30, 1885, to Neil McLean, for the northwest quarter of section 21, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960.00.

Purchase price paid, $960.00; interest paid, $28.36. Deed issued July 23, 1895, to L. A. Grant. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,704.

Issued July 13, 1885, to James F. Jones, for the south half of section 21, township 5 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $1,920.00. Purchase price paid, $1,920.00; interest paid, $633.20. Deed issued Feb. 6, 1895, to Wm. R. Sargeant. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 320 acres of land described above.

Contract No. 4,773.

Issued Aug. 22, 1885, to S. Gregory Lines, for the northeast quarter of section 23, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest paid, $129.90. Deed issued ————————, to ————————. Present owner of contract, Wm. H. Fessenden. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,896.

Issued Oct. 17, 1885, to S. Gregory Lines, for the northwest quarter of section 23, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $224.00. Deed issued Oct. 22, 1895, to Jonathan Curtis. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,804.

Issued Sept. 1, 1885, to S. Gregory Lines, for the southeast quarter of section 23, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $134.40. Deed issued ————, to ————. Present owner of contract, James D. Byrnes. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 6,154.

Issued Dec. 18, 1886, to J. W. Reese, for the southwest quarter of section 23, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $160.00. Purchase price paid, $160.00; interest paid, $77.12. Deed issued Nov. 11, 1895, to John W. Reese. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 10,201.

Issued Nov. 8, 1889, to D. W. Donnelly, for the northeast quarter of the northeast quarter of section 25, township 5 south, range 3 west, S. B. M., 40 acres. Agreed purchase price, $520.00. Purchase price paid, $104.00; interest paid, $29.12. Deed issued ———— to ————. Present owner of contract, D. W. Donnelly. Patent No. 28. Issued Dec. 22, 1894, for 40 acres of land described above.

Contract No. 10,202.

Issued Nov. 8, 1889, to D. W. Donnelly, for the northwest quarter of the northeast quarter of section 25, township 5 south, range 3 west, S. B. M., 40 acres. Agreed

purchase price, $520.00. Purchase price paid, $104.00; interest paid, $29.12. Deed issued ———— to ———— ————. Present owner of contract, W. D. Donnelly. Patent No. 28. Issued Dec. 22, 1894, for 40 acres of land described above.

Contract No. 10,203.

Issued Nov. 8, 1889, to D. W. Donnelly, for the southeast quarter of the northeast quarter of section 25, township 5 south, range 3 west, S. B. M., 40 acres. Agreed purchase price, $520.00. Purchase price paid, $104.00; interest paid, $29.12. Deed issued ———— to ———— ————. Present owner of contract, D. W. Donnelly. Patent No. 28. Issued Dec. 22, 1894, for 40 acres of land described above.

Contract No. 10,204.

Issued Nov. 8, 1889, to D. W. Donnelly, for the southwest quarter of the northeast quarter of section 25, township 5 south, range 3 west, S. B. M., 40 acres. Agreed purchase price, $520.00. Purchase price paid, $104.00; interest paid, $29.12. Deed issued ———— to ———— ————. Present owner of contract, D. W. Donnelly. Patent No. 28. Issued Dec. 22, 1894, for 40 acres of land described above.

Contract No. 4,989.

Issued Nov. 23, 1885, to J. Theo. F. Hunter, for the northwest quarter of section 25, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960.00. Purchase price paid, $960.00; interest paid, $248.01. Deed issued May 14, 1895, to Hattie Tillinghast.

Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,433.

Issued Mar. 11, 1885, to Wm. J. McEwen, for the southeast quarter of section 25, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $640.00. Purchase price paid, $640.00; interest paid, $————. Deed issued April 2, 1895, to Wm. J. McEwen. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,793.

Issued Aug. 29, 1885, to W. H. Pennycook, for the southwest quarter of section 25, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $640.00. Purchase price paid, $640.00; interest paid, $107.52. Deed issued May 14, 1895, to Hattie Tillinghast, Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,889.

Issued Oct. 14, 1885, to B. J. Inwall, for the northeast quarter of section 27, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $320.00. Purchase price paid, $97.05; interest paid, $196.15. Deed issued ———————— to ————————. Present owner of contract, A. L. Creider. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,822.

Issued Sept. 11, 1885, to Wm. MacCann, for the southeast quarter of section 27, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $80.00. Purchase price paid, $16.00; interest paid, $4.48. Deed issued ———— to ————. Present owner of contract, Wm. MacCann. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,716.

Issued July 21, 1885, to B. J. Inwall, for the northwest quarter of section 27, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $560.00. Purchase price paid, $560.00; interest paid, $334.76. Deed issued May 8, 1896, to A. L. Creider. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 4,817.

Issued Sept. 8, 1885, to E. B. Burr, for the southwest quarter of section 27, township 5 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $320.00. Purchase price paid, $320.00; interest paid, $34.21. Deed issued Apr. 22, 1895, to Edward E. Perley. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 160.00 acres of land described above.

Contract No. 4,776.

Issued Aug. 25, 1885, to Wm. Newport, for the north half of section 29, township 5 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $760.00. Purchase

price paid, $760.00; interest paid, $329.05. Deed issued May 2, 1896, to Emogene Reynolds. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 320 acres of land described above.

Contract No. 4,508.

Issued April 6, 1885, to Thomas McCullough and Wm. N. Harvey, for the south half of section 29, township 5 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $1,000.00. Purchase price paid, $1,000.00; interest paid, $536.56. Deed issued May 2, 1896, to Wm. N. Harvey. Present owner of contract, ————————. Patent No. 28. Issued Dec. 22, 1894, for 320 acres of land described above.

Contract No. 4,768.

Issued Aug. 20, 1885, to Wm. Newport, for all of section 31, all of section 33 and all of section 35, township 5 south, range 3 west, S. B. M., 1,907.58 acres. Agreed purchase price, $3,507.58. Purchase price paid, $3,507.58; interest paid, $1,371.16. Deed issued Aug. 16, 1892, to Wm. Newport. Present owner of contract, ————————. Patent No. 20. Issued Feb. 13, 1892, for 1,160 acres of land described above; also patent No. 21. Issued Feb. 13, 1892, for 627.58 acres of land described above; also patent No. 24. Issued Nov. 5, 1892, for 120 acres of land described above; also patent No. 28. Issued Dec. 22, 1894, for 120 acres of land described above.

Contract No. 5,547.

Issued Apr. 22, 1886, to Albert Mauermann, for all of section 1, township 5 south, range 4 west, S. B. M., 637.44

acres. Agreed purchase price, $796.80. Purchase price paid, $796.80; interest paid, $223.10. Deed issued Apr. 2, 1895, to Albert J. Mauermann. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 637.44 acres of land described above.

Contract No. 4,671.

Issued June 15, 1885, to Peter A. Welch, for the north half of section 3, township 5 south, range 4 west, S. B. M., 334.56 acres. Agreed purchase price, $920.04. Purchase price paid, $920.04; interest paid, $———. Deed issued Mar. 22, 1895, to C. B. Hewitt, W. A. Bingham and Jno. H. Lee. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 334.56 acres of land described above.

Contract No. 4,614.

Issued May 15, 1885, to Juan Abila, for the south half of section 3, township 5 south, range 4 west, S. B. M., 320 acres. Agreed purchase price, $880.00. Purchase price paid, $880.00; interest paid, $49.28. Deed issued Mar. 22, 1895, to C. B. Hewitt, W. A. Bingham and Jno. H. Lee. Present owner of contract, ————. Patent No. 28. Issued Dec. 22, 1894, for 320 acres of land described above.

Contract No. 6,688.

Issued April 7, 1887, to H. C. Steele, for all of section 5, township 5 south, range 4 west, S. B. M., 673.84 acres. Agreed purchase price, $673.84. Purchase price paid, $673.84; interest paid, $141.27. Deed issued Apr. 11, 1895, to H. C. Steele, for the east half. Present owner of con-

tract, H. C. Steele, for the west half. Patent No. 28. Issued Dec. 22, 1894, for 335.84 acres of land described above.

Contract No. 5,778.

Issued July 23, 1886, to Elisha H. Pierce, for all of section 11, township 5 south, range 4 west, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $268.80. Deed issued ——— to ———. Present owner of contract, Elisha H. Pierce. Patent No. 28. Issued Dec. 22, 1894, for 640 acres of land described above.

Contract No. 10,018.

Issued Jan. 25, 1889, to D. M. Fraser, for the northwest quarter of the northeast quarter of section 15, township 5 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $100.00. Purchase price paid, $100.00; interest paid, $———. Deed issued ——————— to ——— ———. Present owner of contract, R. C. Mills, Sr., and R. C. Mills, Jr. Patent No. ———. Issued ———————, for ——— acres of land described above.

Contract No. 10,058.

Issued Apr. 6, 1889, to R. M. Mooer, for the east half of the northeast quarter; southwest quarter of the northeast quarter; northwest quarter and south half of section 15, township 5 south, range 4 west, S. B. M., 600 acres. Agreed purchase price, $1,500.00. Purchase price paid, $1,500.00; interest paid, $———. Deed issued ——————— to ———————. Present owner of contract, John M. S. Egan. Patent No. 28. Issued Dec. 22, 1894, for 520 acres of land described above.

Contract No. 6,180.

Issued Dec. 29, 1886, to Peter Wall and Abram Painter, for all of section 19, township 5 south, range 4 west, S. B. M., 706.24 acres. Agreed purchase price, $1,235.92. Purchase price paid, $247.18; interest paid, $207.63. Deed issued ———— to ————. Present owner of contract, F. H. Heald. Patent No. 30. Issued Jan. 20, 1896, for 706.24 acres of land described above.

Contract No. 6,494.

Issued Mar. 14, 1887, to Wm. H. Carlson and H. A. Nelson, for all of sections 21 and 33, township 5 south, range 4 west, S. B. M., 1,280 acres. Agreed purchase price, $1,440.00. Purchase price paid, $288.00; interest paid, $161.28. Deed issued ———— to ————. Present owner of contract, Wm. H. Carlson and H. A. Nelson. Patent No. 32. Issued May 7, 1896, for 830 acres of land described above.

Contract No. 11,025.

Issued Feb. 8, 1892, to J. W. Waters, for the southeast quarter of section 25, township 5 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $44.80. Deed issued ———— to ————. Present owner of contract, J. T. Thornton. Patent No. 28. Issued Dec. 22, 1894, for 40 acres of land described above. Patent No. 32. Issued May 7, 1896, for 120 acres of land described above.

Contract No. 11,083.

Issued Feb. 11, 1892, to C. C. Holland, for the southwest quarter of section 25, township 5 south, range 4 west, S.

B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $22.40. Deed issued ———— to ————. Present owner of contract, C. C. Holland. Patent No. 32. Issued May 7, 1896, for 160 acres of land described above.

Contract No. 4,623.

Issued May 19, 1885, to Peter Wall, for all of section 29, township 5 south, range 4 west, S. B. M., 640 acres. Agreed purchase price, $640.00. Purchase price paid, $128.00; interest paid, $358.40. Deed issued ———— to ————. Present owner of contract, Sidney H. Johnson. Patent No. 30. Issued Jan. 20, 1896, for 480 acres of land described above.

Contract No. 3,369.

Issued Mar 26, 1884, to Peter Wall, for the west half of the northeast quarter; northwest quarter of the southeast quarter and lots one, two, three, four, five, and six of section 31, township 5 south, range 4 west, and lots one two, and three of section 21, township 6 south, range 4 west, S. B. M., 367.55 acres. Agreed purchase price, $3,675.50. Purchase price paid, $3,675.50; interest paid, $1,031.35. Deed issued April 4, 1889, to Peter Wall. Present owner of contract, ————. Patent No. 10. Issued Jan. 9, 1885, for 367.55 acres of land described above.

Contract No. 3,684½.

Issued June 6, 1884, to Bernard J. Lee, for the southwest quarter of the northeast quarter; north half of the southeast quarter and the southeast quarter of the south-

east quarter of section 7, township 5 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $44.80. Deed issued June 8, 1886, to Bernard J. Lee. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 3,855.

Issued Aug. 6, 1884, to C. J. Compton, for the north half of the northwest quarter of section 7, township 5 south, range 5 west, S. B. M., 81.05 acres. Agreed purchase price, $151.97. Purchase price paid, $151.97; interest paid, $17.02. Deed issued Aug. 30, 1893, to South Riverside Land & Water Co. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 81.05 acres of land described above.

Contract No. 3,854.

Issued Aug. 6, 1884, to C. J. Compton, for the south half of the northwest quarter of section 7, township 5 south, range 5 west, S. B. M., 81.02 acres. Agreed purchase price, $151.90. Purchase price paid, $151.90; interest paid, $17.00. Deed issued Sept. 29, 1886, to Riverside Land & Water Co. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 81.02 acres of land described above.

Contract No. 3,862.

Issued Aug. 11, 1884, to Patrick Gallagher, for the northeast quarter of the southwest quarter of section 7, township 5 south, range 5 west, S. B. M., 40 acres. Agreed

purchase price, $75.00. Purchase price paid, $75.00; interest paid, $———. Deed issued Aug. 12, 1884, to Patrick Gallagher. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 5,626.

Issued June 2, 1886, to C. O. Perrine, for the southwest quarter of the southeast quarter and the south half of the southwest quarter of section 7, township 5 south, range 5 west, S. B. M., 120.97 acres. Agreed purchase price, $302.42. Purchase price paid, $302.42; interest paid, $68.19. Deed issued Aug. 30, 1893, to South Riverside Land & Water Co. Present owner of contract, ——————. Patent No. 23. Issued Nov. 5, 1892, for 120.97 acres of land described above.

Contract No. 5,662.

Issued June 7, 1886, to C. O. Perrine, for the northwest quarter of the southwest quarter of section 7, township 5 south, range 5 west, S. B. M., 41 acres. Agreed purchase price, $102.50. Purchase price paid, $102.50; interest paid, $23.12. Deed issued June 11, 1890, to South Riverside Land & Water Co. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 41 acres of land described above.

Contract No. 5,087.

Issued Dec. 24, 1885, to R. M. Mooer, for all of sections 15 and 23 and the fractional north half of section 25, township 5 south, range 5 west, S. B. M., 1,588.58 acres. Agreed purchase price, $2,611.45; purchase price paid,

$2,611.45; interest paid, $1,348.91. Deed issued May 27, 1895, to Margaret C. Graham. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 1,588.58 acres of land described above.

Contract No. 4,654.

Issued June 8, 1885, to Patrick Gallagher, for the northeast quarter of section 17, township 5 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $25.90. Deed issued May 6, 1896, to P. J. Stockman and Bridget Gallagher, executors. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 1,588.58 acres of land described above.

Contract No. 4,615.

Issued May 15, 1885, to Peter Wall, for the southwest quarter of section 17, township 5 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $174.85. Deed issued Mar. 16, 1893, to H. K. W. Bent. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 11,349.

Issued Aug. 21, 1894, to H. K. W. Bent, for the southeast quarter of section 19, township 5 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $480.00. Purchase price paid, $96.00; interest paid, $26.88. Deed issued ———————— to ————————. Present owner of contract, H. K. W. Bent. Patent No. 30. Issued Jan. 20, 1896, for 160 acres of land described above.

Contract No. 4,656.

Issued June 8, 1885, to Chas. S. Davis, for the northeast quarter of section 21, township 5 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $300.00; interest paid, $225.40. Deed issued ———— to ————. Present owner of contract, Wm. E. Sloan. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 4,655.

Issued June 8, 1885, to W. G. McVicar and Joseph Rose, for the northwest quarter and the south half of section 21, township 5 south, range 5 west, S. B. M., 480 acres. Agreed purchase price, $1,200.00. Purchase price paid, $1,200.00; interest paid, $196.60. Deed issued July 12, 1893, to W. G. McVicar, the undivided ¾ and Joseph Rose the undivided ¼. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 480 acres of land described above.

Contract No. 6,596.

Issued Mar. 26, 1887, to John Dolbeer, for the northeast quarter of section 27, township 5 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $537.60. Deed issued Mar. 29, 1893, to John Dolbeer. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 6,594.

Issued Mar. 26, 1887, to John Dolbeer, for the northwest quarter of section 27, township 5 south, range 5

west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $537.60. Deed issued Mar. 29, 1893, to John Dolbeer. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 6,598.

Issued Mar. 26, 1887, to John Dolbeer, for the southeast quarter of section 27, township 5 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $537.60. Deed issued Mar. 29, 1893, to John Dolbeer. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 6,599.

Issued Mar. 26, 1887, to John Dolbeer, for the southwest quarter of section 27, township 5 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $896.00. Deed issued ———————— to ————————. Present owner of contract, John Dolbeer. Patent No. ———. Issued ———————, for ——— acres of land described above.

Contract No. 4,437.

Issued Mar. 13, 1885, to Wm. M. Painter and Abram Painter, for the northwest quarter of the northwest quarter and lots one, two, and three of section 35, township 5 south, range 5 west, S. B. M., 101.32 acres. Agreed purchase price, $709.24. Purchase price paid, $709.24; interest paid, $138.68. Deed issued Mar. 29, 1893, to Abram

Painter. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 101.32 acres of land described above.

Contract No. 10,707.

Issued Mar. 10, 1891, to Thomas E. Park, for the northeast quarter of section 1, township 5 south, range 6 west, S. B. M., 160.76 acres. Agreed purchase price, $401.90. Purchase price paid, $80.50; interest paid, $135.00. Deed issued ———— to ————. Present owner of contract, Thomas E. Park. Patent No. 3. Issued Dec. 2, 1880, for 160.76 acres of land described above.

Contract No. 1,120.

Issued Aug. 1, 1881, to John Gregory, for the south half of the southeast quarter of section 1, township 5 south, range 6 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $7.00. Deed issued July 12, 1882, to John Gregory. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 80 acres of land described above.

Contract No. 5,995.

Issued Oct. 26, 1886, to South Riverside Land & Water Co., for the north half of the southeast quarter and northwest quarter of section 1, township 5 south, range 6 west, S. B. M., 240.27 acres. Agreed purchase price, $600.67. Purchase price paid, $600.67; interest paid, $———. Deed issued Nov. 24, 1886, to South Riverside Land & Water Co. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 240.27 acres of land described above.

Contract No. 5,614.

Issued June 2, 1886, to C. O. Perrine, for the southwest quarter of section 1, township 5 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $90.22. Deed issued June 11, 1890, to South Riverside Land & Water Co. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 160 acres of land described above.

Contract No. 1,108.

Issued July 13, 1881, to Wm. S. Lewis, for the southeast quarter of the northwest quarter and lot 3 of section 3, township 5 south, range 6 west, S. B. M., 79.29 acres. Agreed purchase price, $296.45. Purchase price paid, $296.45; interest paid, $63.96. Deed issued June 30, 1885, to John E. Cutter. Present owner of contract, ———— ————. Patent No. 3. Issued Dec. 2, 1880, for 79.29 acres of land described above.

Contract No. 2,531.

Issued Oct. 25, 1882, to Edwin R. Pierce, for the west half of the northwest quarter and the south half of the southeast quarter of section 3, township 5 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $475.00. Purchase price paid, $475.00; interest paid, $125.70. Deed issued July 26, 1887, to Edwin R. Pierce. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 160 acres of land described above.

Contract No. 1,102.

Issued July 5, 1881, to Chas. H. Morse, for the northeast quarter of the southeast quarter of section 3, town-

ship 5 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $500.00. Purchase price paid, $500.00; interest paid, $28.00. Deed issued July 26, 1882, to Miss Lizzie Sayward. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 40 acres of land described above.

Contract No. 2,623.

Issued Dec. 13, 1882, to Abzina A. Pierce, for the northwest quarter of section 11, township 5 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $420.00. Purchase price paid, $420.00; interest paid, $108.20. Deed issued July 26, 1887, to Abzina A. Pierce. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 160 acres of land described above.

Contract No. 3,979.

Issued Oct. 7, 1884, to James T. Mayhew, for the north half of the southeast quarter of section 11, township 5 south, range 6 west, S. B. M., 80 acres. Agreed purchase price, $240.00. Purchase price paid, $240.00; interest paid, $22.38. Deed issued June 16, 1886, to South Riverside Land & Water Co. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 80 acres of land described above.

Contract No. 3,732.

Issued June 23, 1884, to James T. Mayhew, for the south half of the southeast quarter of section 11, township 5 south, range 6 west, S. B. M., 80 acres. Agreed purchase price, $240.00. Purchase price paid, $240.00; interest paid, $26.33. Deed issued June 16, 1886, to South River-

side Land & Water Co. Present owner of contract, ——————. Patent No. 3. Issued Dec. 2, 1880, for 80 acres of land described above.

Contract No. 4,196.

Issued Jan. 16, 1885, to Reason R. Wright, O. F. Wright and J. C. Wright, for the southwest quarter of section 11, township 5 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $———. Deed issued Jan. 22, 1885, to Reason R. Wright, O. F. Wright and J. C. Wright. Present owner of contract, ——————. Patent No. 3. Issued Dec. 2, 1880, for 160 acres of land described above.

Contract No. 6,505.

Issued Mar. 18, 1887, to E. E. Hewitt, for the east half of section 7, township 5 south, range 7 west, S. B. M., 320 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $7.87. Deed issued May 23, 1887, to E. E. Hewitt. Present owner of contract, ——————. Patent No. 7. Issued Dec. 27, 1883, for 320 acres of land described above.

Contract No. 11,407.

Issued Nov. 20, 1895, to T. B. Julian, for the southeast quarter of the southwest quarter and lot 4 of section 7, township 5 south, range 7 west, S. B. M., 49.14 acres. Agreed purchase price, $122.85. Purchase price paid, $24.57; interest paid, $6.88. Deed issued —————— to ——————. Present owner of contract, T. B. Julian.

Patent No. 7. Issued Dec. 27, 1883, for 49.14 acres of land described above.

Contract No. 10,891.

Issued Oct. 21, 1891, to Mrs. A. E. Pleasants, for all of fractional section 19, township 5 south, range 7 west, S. B. M., 156.84 acres. Agreed purchase price, $392.10. Purchase price paid, $78.42; interest paid, $65.88. Deed issued ———— to ————. Present owner of contracts, Mrs. A. E. Pleasants. Patent No. 23. Issued Nov. 5, 1892, for 156.84 acres of land described above.

Contract No. 9,936.

Issued Oct. 11, 1888, to Isaac Harding, for the southwest quarter of section 21, township 5 south, range 7 west, S. B. M., 160 acres. Agreed purchase price, $560.00. Purchase price paid, $112.00; interest paid, $250.58. Deed issued ———— to ————. Present owner of contract, Isaac Harding. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 8,376.

Issued Sept. 19, 1887, to J. E. Pleasants, for the north half of northeast quarter; northeast quarter of the northwest quarter and lot 1 of section 29, township 5 south, range 7 west, S. B. M., 155.46 acres. Agreed purchase price, $588.65. Purchase price paid, $388.65; interest paid, $96.72. Deed issued Mar. 10, 1892, to Charles Bozento Chlapowski. Present owner of contract, ———— ————. Patent No. 3. Issued Dec. 2, 1880, for 156.46 acres of land described above.

Contract No. 8,377.

Issued Sept. 19, 1887, to J. E. Pleasants, for the north half of the southeast quarter; southeast quarter of the southeast quarter and lots 3 and 4 of section 29, township 5 south, range 7 west, S. B. M., 200.57 acres. Agreed purchase price, $501.42. Purchase price paid, $501.42; interest paid, $124.80. Deed issued Mar. 10, 1892, to Charles Bozento Chlapowski. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 200.57 acres of land described above.

Contract No. 9,922.

Issued Sept. 27, 1888, to Joaquin Serrano, for the northwest quarter of section 33, township 5 south, range 7 west, S. B. M., 160 acres. Agreed purchase price, $240.00. Purchase price paid, $61.80; interest paid, $105.22. Deed issued ———— to ————. Present owner of contract, Joaquin Serrano. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 6,426.

Issued Mar. 7, 1887, to Albert Staples, for the south half of the southeast quarter of section 33, township 5 south, range 7 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $56.00. Deed issued Mar. 17, 1892, to Ella R. Staples. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 80 acres of land described above.

Contract No. 6,570.

Issued Mar. 23, 1887, to Joaquin Serrano, for the southwest quarter of section 33, township 5 south, range 7 west, S. B. M., 156.26 acres. Agreed purchase price, $390.65. Purchase price paid, $390.65; interest paid, $109.35. Deed issued Mar. 28, 1892, to Joaquin Serrano. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 156.26 acres of land described above.

Contract No. 6,157.

Issued Dec. 20, 1886, to W. H. Carlson, for all fractional section 1, township 6 south, range 1 west, S. B. M., 636.67 acres. Agreed purchase price, $795.84. Purchase price paid, $159.16; interest paid, $98.14. Deed issued ———— to ————. Present owner of contract, W. H. Carlson. Patent No. 18. Issued Oct. 7, 1891, for 636.67 acres of land described above.

Contract No. 4,439.

Issued Mar. 14, 1885, to B. Bradley, for the south half of the northeast quarter and lots one and two of section 3, township 6 south, range 1 west, S. B. M., 128.64 acres. Agreed purchase price, $385.92. Purchase price paid, $385.92; interest paid, $75.64. Deed issued Sept. 17, 1888, to Edgar Vertrees and Montgomery A. Walker. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 128.64 acres of land described above.

Contract No. 4,246.

Issued Jan. 31, 1885, to Geo. B. Lyon, for the north half of the southwest quarter and lots three, four, and

five of section 3, and the fractional northeast quarter of section 5, township 6 south, range 1 west, S. B. M., 396.76 acres. Agreed purchase price, $1,240.17. Purchase price paid, $1,240.17; interest paid, $139.65. Deed issued Feb. 24, 1887, to J. W. Clark. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 396.76 acres of land described above.

Contract No. 4,205.

Issued Jan. 19, 1885, to Nicholas Nigh, for the east half of the southeast quarter of section 3, township 6 south, range 1 west, S. B. M., 80 acres. Agreed purchase price, $376.00. Purchase price paid, $376.00; interest paid, $——. Deed issued Jan. 22, 1885, to Nicholas Nigh. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 4,438.

Issued Mar. 14, 1885, to Edgar Vertrees, for the west half of the southeast quarter of section 3, township 6 south, range 1 west, S. B. M., 80 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $48.91. Deed issued June 20, 1887, to Edgar Vertrees. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 5,910.

Issued Sept. 14, 1886, to J. W. Clark, for the south half of the southwest quarter of section 3, township 6 south, range 1 west, S. B. M., 80 acres. Agreed purchase price, $220.00. Purchase price paid, $220.00; interest paid,

$6.57. Deed issued Apr. 5, 1887, to J. W. Clark. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 5,579.

Issued May 1, 1886, to H. R. Stevens and E. L. Stern, for the northwest quarter; west half of the southwest quarter; northeast quarter of the southwest quarter and lot seven of section 5, township 6 south, range 1 west, S. B. M., 312.48 acres. Agreed purchase price, $1,965.82. Purchase price paid, $1,965.82; interest paid, $745.74. Deed issued May 18, 1893, to B. Sheideman. Present owner of contract, ————————. Patent No. 9. Issued Jan. 9, 1885, for 281.37 acres of land described above; also patent No. 6. Issued Dec. 27, 1883, for 31.11 acres of land described above.

Contract No. 5,580.

Issued May 10, 1886, to H. R. Stevens and E. L. Stern, for the west half of the southeast quarter; southeast quarter of the southwest quarter and lot six of section 5, township 6 south, range 1 west, S. B. M., 132.34 acres. Agreed purchase price, $181.70. Purchase price paid, $181.70; interest paid, $61.08. Deed issued May 16, 1892, to E. L. Stern. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 132.34 acres of land described above.

Contract No. 8,773.

Issued Nov. 14, 1887, to Richard Melrose, for all of section 7, township 6 south, range 1 west, S. B. M., 639.04 acres. Agreed purchase price, $319.52. Purchase price

paid, $63.90; interest paid, $35.78. Deed issued ——— ——— to ———. Present owner of contract, J. C. Willman. Patent No. 18. Issued Oct. 7, 1891, for 639.04 acres of land described above.

Contract No. 4,937.

Issued Nov. 2, 1885, to P. A. Clark, for all of section 9, township 6 south, range 1 west, S. B. M., 640 acres. Agreed purchase price, $580.00. Purchase price paid, $580.00; interest paid, $276.32. Deed issued Apr. 24, 1894, to State Bank of San Jacinto. Present owner of contract, ———. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 6,004.

Issued Oct. 26, 1886, to Michel Gaizard, for all of section 11, township 6 south, range 1 west, S. B. M., 642.96 acres. Agreed purchase price, $1,607.40. Purchase price paid, $1,607.40; interest paid, $502.56. Deed issued June 1, 1892, to J. B. Alvord. Present owner of contract, ——— ———. Patent No. 18. Issued Oct. 7, 1891, for 642.96 acres of land described above.

Contract No. 4,255.

Issued Feb. 2, 1885, to M. M. Onstott, for the southwest quarter of the northwest quarter; north half of the southwest quarter and southwest quarter of the southwest quarter of section 13, township 6 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $111.50. Deed issued Jan. 28, 1890, to M. M. Onstott. Present owner of

contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 8,778.

Issued Nov. 14, 1887, to Richard Melrose, for the north half of the northwest quarter; southeast quarter of the northwest quarter and east half of section 13, township 6 south, range 1 west, S. B. M., 421 acres. Agreed purchase price, $421.00. Purchase price paid, $421.00; interest paid, $125.76. Deed issued Mar. 21, 1893, to E. Jose. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 421 acres of land described above.

Contract No. 11,313.

Issued Oct. 16, 1893, to Mrs. I. M. Araiza, for the southeast quarter of the southwest quarter of section 13, township 6 south, range 1 west, S. B. M., 40 acres. Agreed purchase price, $100.00. Purchase price paid, $20.00; interest paid, $16.80. Deed issued ———————— to ———— ————. Present owner of contract, L. T. Harper. Patent No. 19. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 3,925.

Issued Sept. 19, 1884, to James Rawson, for the north half of the northwest quarter; east half of the southwest quarter and east half of section 17; southwest quarter of southeast quarter and west half of section 21, township 6 south, range 1 west, S. B. M., 840 acres. Agreed purchase price, $630.00. Purchase price paid, $630.00; interest paid, $177.66. Deed issued ———————— to ———— ————. Present owner of contract, James Rawson.

Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above; also patent No. 23. Issued Nov. 5, 1892, for 200 acres of land described above.

Contract No. 3,791.

Issued July 7, 1884, to James Rawson, for the south half of the northwest quarter of section 17, and the southeast quarter of section 19, township 6 south, range 1 west, S. B. M., 240 acres. Agreed purchase price, $600.00. Purchase price paid, $600.00; interest paid, $168.00. Deed issued ———— to ————. Present owner of contract, James Rawson. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above; also patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 3,570.

Issued May 17, 1884, to James Rawson, for the west half of the southwest quarter of section 17, and the east half of the northeast quarter of section 19, township 6 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $113.87. Deed issued June 20, 1889, to James Rawson. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 8,777.

Issued Nov. 14, 1887, to Richard Melrose, for the west half and west half of the northeast quarter of section 19, township 6 south, range 1 west, S. B. M., 391.68 acres. Agreed purchase price, $783.36. Purchase price paid, $783.36; interest paid, $336.94. Deed issued May 2, 1896,

to Enos Easton and James H. Funk. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 236.16 acres of land described above; also patent No. 23. Issued Nov. 5, 1892, for 155.52 acres of land described above.

Contract No. 3,724.

Issued June 19, 1884, to Ignacio Araiza, for the east half of the northeast quarter and northwest quarter of the northeast quarter of section 21, township 6 south, range 1 west, S. B. M., 120 acres. Agreed purchase price, $300.00. Purchase price paid, $300.00; interest paid, $135.94. Deed issued June 20, 1893, to Juana C. Araiza. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 120 acres of land described above.

Contract No. 3,569.

Issued May 17, 1884, to Ignacio Araiza, for the southwest quarter of the northeast quarter; northwest quarter of the southeast quarter and the east half of the southeast quarter of section 21, township 6 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $158.15. Deed issued Oct. 19, 1891, to Juana C. Araiza. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above; also patent No. 7. Issued Dec. 27, 1883, for 120 acres of land described above.

Contract No. 8,774.

Issued Nov. 14, 1887, to Richard Melrose, for all of section 23, township 6 south, range 1 west, S. B. M., 649.12

acres. Agreed purchase price, $324.56. Purchase price paid, $324.56; interest paid, $97.77. Deed issued Apr. 6, 1893, to E. Jose. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 326.84 acres of land described above; also patent No. 23. Issued Nov. 5, 1892, for 322.28 acres of land described above.

Contract No. 8,775.

Issued Nov. 14, 1887, to Richard Melrose, for all of section 25, township 6 south, range 1 west, S. B. M., 640 acres. Agreed purchase price, $320.00. Purchase price paid, $320.00; interest paid, $103.28. Deed issued Sept. 28, 1893, to Joseph Hyans. Present owner of contract, ———— ————. Patent No. 23. Issued Nov. 5, 1892, for 640 acres of land described above.

Contract No. 4,933.

Issued Nov. 2, 1885, to Juana C. Araiza, for all of section 27, and northwest quarter; northwest quarter of the northeast quarter; east half of the northeast quarter; east half of the southeast quarter and west half of the southwest quarter of section 33, township 6 south, range 1 west, S. B. M., 1,080 acres. Agreed purchase price, $540.00. Purchase price paid, $540.00; interest paid, $195.30. Deed issued Jan. 11, 1894, to Juana C. Araiza. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 1,080 acres of land described above.

Contract No. 3,926.

Issued Sept. 19, 1884, to James Rawson and George Auld, for all of section 31, township 6 south, range 1 west,

S. B. M., 625.75 acres. Agreed purchase price, $312.87. Purchase price paid, $312.87; interest paid, $88.24. Deed issued May 2, 1896, to James Rawson and George Auld. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 625.75 acres of land described above.

Contract No. 3,792.

Issued July 7, 1884, to James Rawson, for the southwest quarter of the southeast quarter of section 33, township 6 south, range 1 west, S. B. M., 40 acres. Agreed purchase price, $100.00. Purchase price paid, $100.00; interest paid, $28.00. Deed issued July 16, 1889, to James Rawson. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 4,445.

Issued Mar. 16, 1885, to James M. Clogston, for the east half and the east half of the northwest quarter of section 35, township 6 south, range 1 west, S. B. M., 400 acres. Agreed purchase price, $600.00. Purchase price paid, $600.00; interest paid, $111.72. Deed issued Oct. 9, 1888, to James M. Clogston. Present owner of contract, ———— ————. Patent No. 7. Issued Dec. 27, 1883, for 400 acres of land described above.

Contract No. 8,779.

Issued Nov. 14, 1887, to Richard Melrose, for the west half of the northwest quarter and the southwest quarter of section 35, township 6 south, range 1 west, S. B. M., 240 acres. Agreed purchase price, $180.00. Purchase price paid, $180.00; interest paid, $43.57. Deed issued

Mar. 9, 1893, to Alexander J. Mead. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 240 acres of land described above.

Contract No. 10,084.

Issued May 20, 1889, to Angelo Domenegori, for the northeast quarter of section 1, township 6 south, range 2 west, S. B. M., 165.29 acres. Agreed purchase price, $1,776.86. Purchase price paid, $425.17; interest paid, $295.04. Deed issued ———————— to ————————. Present owner of contract, Angelo Domenegori. Patent No. 25. Issued Aug. 15, 1894, for 165.29 acres of land described above.

Contract No. 4,101.

Issued Nov. 20, 1884, to A. Domenegori, for the north half of the southeast quarter of section 1, township 6 south, range 2 west, S. B. M., 81.66 acres. Agreed purchase price, $173.50. Purchase price paid, $173.50; interest paid, $48.55. Deed issued June 3, 1889, to A. Domenegori. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 81.66 acres of land described above.

Contract No. 5,048.

Issued Dec. 11, 1885, to A. Domenegori, for the south half of the southeast quarter of section 1, and the southeast quarter of the southeast quarter of section 11, township 6 south, range 2 west, S. B. M., 122.35 acres. Agreed purchase price, $143.50. Purchase price paid, $143.50; interest paid, $———. Deed issued Nov. 9, 1892, to A. Domenegori. Present owner of contract, ————————,

Patent No. 18. Issued Oct. 7, 1891, for 122.35 acres of land described above.

Contract No. 10,085.

Issued May 20, 1889, to A. Domenegori, for the northwest quarter of section 1, township 6 south, range 2 west, S. B. M., 165.37 acres. Agreed purchase price, $2,067.12. Purchase price paid, $413.42; interest paid, $347.28. Deed issued ———— to ————. Present owner of contract, Angelo Domenegori. Patent No. 25. Issued Aug. 15, 1894, for 165.37 acres of land described above.

Contract No. 10,086.

Issued May 20, 1889, to Angelo Domenegori, for the southwest quarter of section 1, township 6 south, range 2 west, S. B. M., 166.26 acres. Agreed purchase price, $2,660.16. Purchase price paid, $532.03; interest paid, $546.91. Deed issued ———— to ————. Present owner of contract, Angelo Domenegori. Patent No. 25. Issued Aug. 15, 1894, for 166.26 acres of land described above.

Contract No. 10,087.

Issued May 20, 1889, to Angelo Domenegori, for the northeast quarter of section 3, township 6 south, range 2 west, S. B. M., 161.48 acres. Agreed purchase price, $1,009.25. Purchase price paid, $201.85; interest paid, $169.56. Deed issued ———— to ————. Present owner of contract, Angelo Domenegori. Patent No. 25. Issued Aug. 15, 1894, for 161.48 acres of land described above.

Contract No. 10,088.

Issued May 30, 1889, to Angelo Domenegori, for the northwest quarter of section 3, township 6 south, range 2 west, S. B. M., 161.08 acres. Agreed purchase price, $2,577.28. Purchase price paid, $515.45; interest paid, $432.99. Deed issued ———— to ————. Present owner of contract, Angelo Domenegori. Patent No. 25. Issued Aug. 15, 1894, for 161.08 acres of land described above.

Contract No. 10,089.

Issued May 20, 1889, to Angelo Domenegori, for the southeast quarter of section 3, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $1,920. Purchase price paid, $384.00; interest paid, $322.56. Deed issued ———— to ————. Present owner of contract, Angelo Domenegori. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,090.

Issued May 20, 1889, to Angelo Domenegori, for the southwest quarter of section 3, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $2,400. Purchase price paid, $480.00; interest paid, $404.20. Deed issued ———— to ————. Present owner of contract, Angelo Domenegori. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,083.

Issued May 20, 1889, to G. T. Dilworth, for the southwest quarter of section 5, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $2,240.00.

Purchase price paid, $448.00; interest paid, $627.20. Deed issued ———— to ————. Present owner of contract, G. T. Dilworth. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 10,796.

Issued Aug. 19, 1891, to H. B. Helfinstine, for the northwest quarter of section 5, township 6 south, range 2 west, S. B. M., 160.04 acres. Agreed purchase price, $1,600.40. Purchase price paid, $320.08; interest paid, $179.24. Deed issued ———— to ————. Present owner of contract, B. B. Helfinstine. Patent No. 28. Issued Dec. 22, 1894, for 160.04 acres of land described above.

Contract No. 3,612.

Issued May 26, 1884, to Frank H. Carpenter, for the northeast quarter of section 7, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $880.00. Purchase price paid, $880.00; interest paid, $275.98. Deed issued Jan. 28, 1890, to Ira Carpenter. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 3,814.

Issued July 18, 1884, to C. S. Carpenter, for the east half of the northwest quarter of section 7, township 6 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $122.25. Deed issued Jan. 28, 1890, to Ira Carpenter. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,822.

Issued July 22, 1884, to Bertrand Peyregue, for the west half of the northwest quarter of section 7, township 6 south, range 2 west, S. B. M., 76.80 acres. Agreed purchase price, $373.72. Purchase price paid, $373.72; interest paid, $104.60. Deed issued Aug. 20, 1889, to Chas. Castera. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 76.80 acres of land described above.

Contract No. 5,413.

Issued March 5, 1886, to John Cook, for the north half of the southeast quarter and the north half of the southwest quarter of section 7, township 6 south, range 2 west, S. B. M., 159.30 acres. Agreed purchase price, $398.25. Purchase price paid, $398.25; interest paid, $125.42. Deed issued Oct. 22, 1891, to J. F. Bandholdt. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above. Also patent No. 7. Issued Dec. 27, 1883, for 79.30 acres of land described above.

Contract No. 6,043.

Issued Nov. 16, 1886, to M. L. Wicks, for the south half of the southeast quarter and the south half of the southwest quarter of section 7, township 6 south, range 2 west, S. B. M., 159.90 acres. Agreed purchase price, $399.75. Purchase price paid, $79.95; interest paid, $89.52. Deed issued ———————— to ————————. Present owner of contract, Chas. N. Richards. Patent No. 7. Issued Dec. 27, 1883, for 159.90 acres of land described above.

Contract No. 10,091.

Issued May 20, 1889, to Angelo Domenegori, for the west half of the northeast quarter of section 9, township 6 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $1,060.00. Purchase price paid, $212.00; interest paid, $178.08. Deed issued ——— to ———. Present owner of contract, Angelo Domenegori. Patent No. 28. Issued Dec. 22, 1894, for 80 acres of land described above.

Contract No. 10,092.

Issued May 20, 1889, to Angelo Domenegori, for the northwest quarter of section 9, township 2 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $1,600. Purchase price paid, $320.00; interest paid, $268.80. Deed issued ——— to ———. Present owner of contract, Angelo Domenegori. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 10,093.

Issued May 20, 1889, to Angelo Domenegori, for the southeast quarter of section 9, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $1,600. Purchase price paid, $320.00; interest paid, $268.80. Deed issued ——— to ———. Present owner of contract, Angelo Domenegori. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 10,094.

Issued May 20, 1889, to Angelo Domenegori, for the southwest quarter of section 9, township 6 south, range 2

west, S. B. M., 160 acres. Agreed purchase price, $1,440.00. Purchase price paid, $288.00; interest paid, $241.92. Deed issued ———— to ————. Present owner of contract, Angelo Domenegori. Patent No. 28. Issued Dec. 22, 1894, for 160 acres of land described above.

Contract No. 10,097.

Issued May 27, 1889, to Angelo Domenegori, for the north half of the southwest quarter; the northeast quarter of the southeast quarter; the west half of the southeast quarter of section 11, township 6 south, range 2 west, S. B. M., 600.83 acres. Agreed purchase price, $5,490.45. Purchase price paid, $1,098.09; interest paid, $922.38. Deed issued ————, to ————. Present owner of contract, Angelo Domenegori. Patent No. 25. Issued Aug. 15, 1894, for 600.83 acres of land described above.

Contract No. 6,036.

Issued Nov. 11, 1886, to M. L. Wicks, for all of section 13, township 6 south, range 2 west, S. B. M., 640 acres. Agreed purchase price, $320. Purchase price paid, $320; interest paid, $232.91. Deed issued April 13, 1894, to John D. Bicknell. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 11,024.

Issued Feb. 8, 1892, to Angelo Domenegori, for the northeast quarter of section 15, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $22.40. Deed is-

sued ————————, to ————————. Present owner of contract, Angelo Domenegori. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 6,044.

Issued Nov. 16, 1886, to M. L. Wicks, for the north half of section 17, township 6 south, range 2 west, S. B.M., 320 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $403.20. Deed issued ————, to ————————. Present owner of contract, S. A. W. Carver. Patent No. 7. Issued Dec. 27, 1883, for 320 acres of land described above.

Contract No. 3,858.

Issued August 7, 1884, to P. P. Carnes, for the northeast quarter of section 17, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $102. Deed issued March 4, 1889, to P. P. Carnes. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 4,772.

Issued Aug. 22, 1885, to S. Gregory Lines, for the southwest quarter of section 17, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $112. Deed issued Oct. 16, 1890, to S. Gregory Lines. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 5,867.

Issued Aug. 23, 1886, to A. J. Doran, for the east half of the northwest quarter; the northeast quarter of the southwest quarter and lot 3 of section 19, township 6 south, range 2 west, S. B. M., 568.70 acres. Agreed purchase price, $1,421.75. Purchase price paid, $1,421.75; Interest paid, $514.36. Deed issued Jan. 17, 1893, to Lucien E. Walker. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 568.70 acres of land described above.

Contract No. 6,037.

Issued Nov. 16, 1886, to M. L. Wicks, for the northeast quarter of section 21, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $170.50. Deed issued Nov. 13, 1894, to W. F. Holland. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 6,038.

Issued Nov. 16, 1886, to M. L. Wicks, for the northwest quarter of section 21, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $170.50. Deed issued Nov. 13, 1894, to W. F. Holland. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 6,039.

Issued Nov. 16, 1886, to M. L. Wicks, for the southeast quarter of section 21, township 6 south, range 2 west, S.

B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $170.50. Deed issued Nov. 13, 1894, to W. F. Holland. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 6,040.

Issued Nov. 16, 1886, to M. L. Wicks, for the southwest quarter of section 21, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $170.50. Deed issued Nov. 13, 1894, to W. F. Holland. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 6,041.

Issued Nov. 16, 1886, to M. L. Wicks, for all of section 23, township 6 south, range 2 west, S. B. M., 640 acres. Agreed purchase price, $960. Purchase price paid, $192; interest paid, $322.56. Deed issued ————————, to ————————. Present owner of contract, Joseph Mondy. Patent No. 23. Issued Nov. 5, 1892, for 640 acres of land described above.

Contract No. 4,824.

Issued Sept. 11, 1885, to C. White, for all of section 27, township 6 south, range 2 west, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid, $453.72. Deed issued Nov. 13, 1890, to A. H. Judson, Mrs. M. S. Potts, Mrs. F. E. Bridges. Present owner of contract, ————————. Patent No. 7.

Issued Dec. 27, 1883, for 640 acres of land described above.

Contract No. 6,042.

Issued Nov. 16, 1886, to M. L. Wicks, for the northeast quarter of section 29, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $160. Purchase price paid, $32; interest paid, $35.84. Deed issued ————, to ————. Present owner of contract, C. N. Richards. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 5,050.

Issued Dec. 11, 1885, to George B. Silliman, for the northwest quarter of section 29, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $140. Deed issued Feb. 23, 1894, to Edw. Beall. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 5,055.

Issued Dec. 11, 1885, to George B. Silliman, for the southeast quarter of section 29, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $60.38. Deed issued Aug. 28, 1888, to Chas. L. Metzgar. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 4,771.

Issued Aug. 22, 1885, to S. Gregory Lines, for the southwest quarter of section 29, township 6 south, range 2

west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $112. Deed issued Oct. 16, 1890, to S. Gregory Lines. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 5,669.

Issued June 14, 1886, to Henry C. Thompson, for the north half of section 31, township 6 south, range 2 west, S. B. M., 334 acres. Agreed purchase price, $835. Purchase price paid, $835; interest paid, $412.64. Deed issued April 22, 1895, to Thomas B. Cole. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 324 acres of land described above.

Contract No. 5,670.

Issued June 14, 1886, to Henry C. Thompson, for the southeast quarter of section 31, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $197.62. Deed issued April 22, 1895, to Thomas B. Cole. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 5,049.

Issued Dec. 11, 1885, to A. Garringer, for the southwest quarter of section 31, township 6 south, range 2 west, S. B. M., 175.60 acres. Agreed purchase price, $439. Purchase price paid, $439; interest paid, $122.90. Deed issued May 2, 1896, to A. Garringer. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 175.60 acres of land described above.

Contract No. 4,862.

Issued Sept. 28, 1885, to C. White, for the north half of section 33, township 6 south, range 2 west, S. B. M., 320 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $112.28. Deed issued Nov. 13, 1890, to A. H. Judson, Mrs. M. S. Potts, Mrs. F. E. Bridges. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 320 acres of land described above.

Contract No. 3,290.

Issued March 10, 1884, to Mary A. Higbey, for the southeast quarter of section 33, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $160. Purchase price paid, $160; interest paid, $22.78. Deed issued Nov. 8, 1886, to Mary A. Higbey. Present owner of contract, ————. Patent No. 10. Issued Jan. 9, 1885, for 160 acres of land described above.

Contract No. 3,296.

Issued March 10, 1884, to Mary A. Higbey, for the southwest quarter of section 33, township 6 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $56.95. Deed issued Nov. 8, 1896, to Mary A. Higbey. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 5,379.

Issued Feb. 1, 1886, to Thomas B. Stevenson, for the northeast quarter of section 1, township 6 south, range 3 west, S. B. M., 160.49 acres. Agreed purchase price,

$682.08. Purchase price paid, $682.08; interest paid, $31.30. Deed issued Dec. 27, 1886, to Thomas B. Stevenson. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 160.49 acres of land described above.

Contract No. 5,278.

Issued Feb. 1, 1886, to Ira Carpenter, for the west half of section 1, township 6 south, range 3 west, S. B. M., 321.49 acres. Agreed purchase price, $843.72. Purchase price paid, $843.72; interest paid, $236.20. Deed issued March 19, 1891, to Wendall J. Spencer. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 321.49 acres of land described above.

Contract No. 4,233.

Issued Jan. 29, 1885, to R. M. Kirkland, for the southeast quarter of section 1, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $680. Purchase price paid, $680; interest paid, $187.55. Deed issued Jan. 28, 1890, to Ira Carpenter. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 3,575.

Issued May 19, 1884, to Jacob Baruch, for all of section 3, township 6 south, range 3 west, S. B. M., 645 acres. Agreed purchase price, $2,805. Purchase price paid, $2,805; interest paid, $826.42. Deed issued Aug. 28, 1889, to Jacob Baruch. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for

325 acres of land described above. Also patent No. 7. Issued Dec. 27, 1883, for 320 acres of land described above.

Contract No. 5,051.

Issued Dec. 11, 1885, to J. B. Ferrell, for the northwest quarter of section 5, township 6 south, range 3 west, S. B. M., 158.17 acres. Agreed purchase price, $1,186.27. Purchase price paid, $237.25; interest paid, $332.15. Deed issued ————, to ————. Present owner of contract, J. B. Ferrell. Patent No. 30. Issued Jan. 20, 1896, for 158.17 acres of land described above.

Contract No. 6,291.

Issued Jan. 28, 1887, to J. D. Bicknell, for the northeast quarter and the south half of section 5, township 6 south, range 3 west, S. B. M., 464.24 acres. Agreed purchase price, $1,001.76. Purchase price paid, $200.35; interest paid, $356.54. Deed issued ————, to————. Present owner of contract, John D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 464.24 acres of land described above.

Contract No. 6,078.

Issued Nov. 26, 1886, to M. L. Wicks and J. D. Bicknell, for all of section 7, township 6 south, range 3 west, S. B. M., 624.38 acres. Agreed purchase price, $1,012.51. Purchase price paid, $202.50; interest paid, $340.20. Deed issued ————, to ————. Present owner of contract, Jno. D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 624.38 acres of land described above.

Contract No. 6,079.

Issued Nov. 26, 1886, to M. L. Wicks and J. D. Bicknell, for the northwest quarter of section 9, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $128; interest paid, $215.04. Deed issued ————————, to ————————. Present owner of contract, Jno. D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 120 acres of land described above.

Contract No. 5,885.

Issued Aug. 30, 1886, to L. E. Walker, for the southeast quarter of section 9, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $192; interest paid, $477.84. Deed issued ————————, to ————————. Present owner of contract, S. E. Walker. Patent No. 30. Issued Jan. 20, 1896, for 120 acres of land described above.

Contract No. 5,816.

Issued Aug. 4, 1886, to Jno. F. McGrath, for the southwest quarter of section 9, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $268.80. Deed issued May 2, 1896, to Jno. T. McGrath. Present owner of contract, ————————. Patent No. 30. Issued Jan. 20, 1896, for 160 acres of land described above.

Contract No. 5,817.

Issued Aug. 4, 1886, to Jno. T. McGrath, for the northeast quarter of section 9, township 6 south, range 3 west,

S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $268.80. Deed issued May 2, 1896, to John T. McGrath, for the southwest quarter of the northeast quarter and the east half of the northeast quarter. Present owner of contract, ————. Patent No. 30. Issued Jan. 20, 1896, for 120 acres of land described above.

Contract No. 6,079.

Issued Nov. 26, 1886, to M. L. Wicks and Jno. D. Bicknell, for the northwest quarter of section 9, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $128; interest paid, $215.04. Deed issued ————, to ————. Present owner of contract, John D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 120 acres of land described above.

Contract No. 5,885.

Issued Aug. 30, 1886, to L. E. Walker, for the southeast quarter of section 9, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $192; interest paid, $483.80. Deed issued ————, to ————. Present owner of contract, S. E. Walker. Patent No. 30. Issued Jan. 20, 1896, for 120 acres of land described above.

Contract No. 5,816.

Issued Aug. 4, 1886, to John T. McGrath, for the southwest quarter of section 9, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $268.80. Deed is-

sued May 2, 1896, to John T. McGrath. Present owner of contract, ————————. Patent No. 30. Issued Jan. 20, 1896, for 160 acres of land described above.

Contract No. 5,069.

Issued Dec. 15, 1885, to R. C. Kirkpatrick, for the north half of section 11, township 6 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $266.26. Deed issued Dec. 4, 1890, to R. C. Kirkpatrick. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 320 acres of land described above.

Contract No. 5,386.

Issued Feb. 27, 1886, to Hans. Christensen, for the southeast quarter of the north half of the southwest quarter and the southeast quarter of the southwest quarter of section 11, township 6 south, range 3 west, S. B. M., 280 acres. Agreed purchase price, $840. Purchase price paid, $840; interest paid, $65.74. Deed issued March 26, 1888, to Hans Christensen. Patent No. 7. Issued Dec. 27, 1883, for 280 acres of land described above.

Contract No. 6,080.

Issued Nov. 26, 1886, to M. L. Wicks and J. D. Bicknell, for all of section 13, township 6 south, range 3 west, S. B. M., 640 acres. Agreed purchase price, $3.840. Purchase price paid, $768; interest paid, $1,290.24. Deed issued ————————, to ————————. Present owner of contract, John D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 480 acres of land described above.

Contract No. 6,081.

Issued Nov. 26, 1886, to M. L. Wicks and J. D. Bicknell, for the south half of section 15, township 6 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $1,440. Purchase price paid, $288; interest paid, $483.84. Deed issued ————, to ————. Present owner of contract, John D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 320 acres of land described above.

Contract No. 5,106.

Issued Jan. 4, 1886, to A. G. Kirkpatrick, for the northeast quarter of section 15, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $268.80. Deed issued May 8, 1896, to A. G. Kirkpatrick. Present owner of contract, ————. Patent No. 30. Issued Jan. 20, 1896, for 160 acres of land described above.

Contract No. 5,385.

Issued Feb. 27, 1886, to Hans Christensen, for the northwest quarter of section 15, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $240. Purchase price paid, $240; interest paid, $46.95. Deed issued ————, to ————. Present owner of contract, Hans Christensen. Patent No. 30. Issued Jan. 20, 1896, for 160 acres of land described above.

Contract No. 5,884.

Issued Aug. 30, 1886, to L. E. Walker, for all of section 17, township 6 south, range 3 west, S. B. M., 640 acres. Agreed purchase price, $2,160. Purchase price paid,

$432; interest paid, $846.72. Deed issued ————, to ————. Present owner of contract, L. E. Walker. Patent No. 30. Issued Jan. 20, 1896, for 640 acres of land described above.

Contract No. 6,082.

Issued Nov. 26, 1886, to M. L. Wicks and J. D. Bicknell, for all of section 19, township 6 south, range 3 west, S. B. M., 627.11 acres. Agreed purchase price, $1,881.33. Purchase price paid, $376.26; interest paid, $631.10. Deed issued ————, to ————. Present owner of contract, John D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 627.11 acres of land described above.

Contract No. 6,083.

Issued Nov. 26, 1886, to M. L. Wicks and Jno. D. Bicknell, for the south half and the northwest quarter of section 21, township 6 south, range 3 west, S. B. M., 480 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $383.95. Deed issued May 2, 1896, to L. H. Titus. Present owner of contract, ————. Patent No. 30. Issued Jan. 20, 1896, for 480 acres of land described above.

Contract No. 5,564.

Issued May 3, 1886, to H. H. Evans, for the northeast quarter of section 21, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $156.78. Deed issued May 2, 1896, to L. H. Titus. Present owner of contract, ————. Patent No. 30. Issued Jan. 20, 1896, for 160 acres of land described above.

Contract No. 5,214.

Issued Jan. 14, 1886, to Claus Burfeind, for the north half of section 23, township 6 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $1,920. Purchase price paid, $1,920; interest paid, $509.45. Deed issued Oct. 13, 1890, to Claus Burfeind and Richd. Burfeind. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 320 acres of land described above.

Contract No. 5,780.

Issued July 23, 1886, to Claus Burfeind, for the southeast quarter of section 23, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $259.84. Deed issued May 25, 1891, to Claus Burfeind. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 5,076.

Issued Dec. 16, 1885, to W. T. Kirkpatrick, for the southwest quarter of section 23, township 6 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $266.10. Deed issued May 8, 1896, to W. T. Kirkpatrick. Present owner of contract, ————. Patent No. 30. Issued Jan. 20, 1896, for 160 acres of land described above.

Contract No. 5,946.

Issued Sept. 28, 1886, to Jno. W. Rawson, for the west half of the southeast quarter and the northeast quarter

of section 25, township 6 south, range 3 west, S. B. M., 240 acres. Agreed purchase price, $600. Purchase price paid, $120; interest paid, $336. Deed issued ————, to ————. Present owner of contract, Jno. W. Rawson. Patent No. 30. Issued Jan. 20, 1896, for 240 acres of land described above.

Contract No. 5,945.

Issued Sept. 28, 1886, to Jno. W. Rawson, for the west half of section 25, township 6 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $448. Deed issued ————, to ————. Present owner of contract, Jno. W. Rawson. Patent No. 30. Issued Jan. 20, 1896, for 320 acres of land described above.

Contract No. 6,084.

Issued Nov. 26, 1886, to M. L. Wicks and J. D. Bicknell, for all of section 27, township 6 south, range 3 west, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $320; interest paid, $537.60. Deed issued ————, to ————. Present owner of contract, John D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 640 acres of land described above.

Contract No. 6,085.

Issued Nov. 26, 1886, to M. L. Wicks and J. D. Bicknell, for all of section 29, township 6 south, range 3 west, S. B. M., 640 acres. Agreed purchase price, $480. Purchase price paid, $96; interest paid, $161.28. Deed issued

————, to ————. Present owner of contract, John D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 640 acres of land described above.

Contract No. 6,086.

Issued Nov. 26, 1886, to M. L. Wicks and J. D. Bicknell, for all of section 31, township 6 south, range 3 west, S. B. M., 628.92 acres. Agreed purchase price, $1,646.76. Purchase price paid, $329.35; interest paid, $553.32. Deed issued ————, to ————. Present owner of contract, John D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 628.92 acres of land described above.

Contract No. 6,087.

Issued Nov. 26, 1886, to M. L. Wicks and J. D. Bicknell, for all of fractional section 33, township 6 south, range 3 west, S. B. M., 591.73 acres. Agreed purchase price, $591.73. Purchase price paid, $118.34; interest paid, $198.84. Deed issued ————, to ————. Present owner of contract, John D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 591.73 acres of land described above.

Contract No. 6,088.

Issued Nov. 26, 1886, to M. L. Wicks and J. D. Bicknell, for all of section 35, township 6 south, range 3 west, S. B. M., 640 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $44.80. Deed issued ————, to ————. Present owners of contract, M. L. Wicks and J. D. Bicknell. Patent No. 30. Issued Jan. 20, 1896, for 640 acres of land described above.

Contract No. 6,362.

Issued Feb. 28, 1887, to Wm. H. Carlson and H. T. Christian, for all of section 1, township 6 south, range 4 west, S. B. M., 634.44 acres. Agreed purchase price, $1,586.10. Purchase price paid, $317.22; interest paid, $177.64. Deed issued ————, to ————. Present owner of contract, Wm. H. Carlson and H. T. Christian. Patent No. 23. Issued Nov. 5, 1892, for 634.44 acres of land described above.

Contract No. 5,837.

Issued Aug. 9, 1886, to F. H. Heald, for the fractional north half of section 5, township 6 south, range 4 west, S. B. M., 258.86 acres. Agreed purchase price, $647.15. Purchase price paid, $129.43; interest paid, $144.96. Deed issued ————, to ————. Present owner of contract, F. H. Heald. Patent No. 23. Issued Nov. 5, 1892, for 258.86 acres of land described above.

Contract No. 5,273.

Issued Jan. 30, 1886, to J. B. Muller and L. B. Peck, for the southeast quarter of section 5, township 6 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $336. Deed issued July 25, 1893, to J. B. Muller and Nettie H. Muller. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 3,281.

Issued March 5, 1884, to D. M. Graham, for the fractional southwest quarter of section 5, and lots 1 and 2 of

section 7, township 6 south, range 4 west, S. B. M., 128.63 acres. Agreed purchase price, $1,286.30. Purchase price paid, $1,286.30; interest paid, $200.05. Deed issued Jan. 7, 1887, to F. H. Heald. Present owner of contract, ————. Patent No. 10. Issued Jan. 9, 1885, for 128.63 acres of land described above.

Contract No. 5,543.

Issued April 19, 1886, to J. P. Miller, for the northeast quarter, the east half of the northwest quarter, and lots 2 and 3 of section 9, township 6 south, range 4 west, S. B. M., 270.94 acres. Agreed purchase price, $514.70. Purchase price paid, $514.70; interest paid, $35.40. Deed issued March 29, 1893, to J. P. Miller. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 270.94 acres of land described above.

Contract No. 3,349.

Issued March 20, 1884, to Alexander Graham and H. Capper, for the northwest quarter of the northwest quarter, the southwest quarter of the northwest quarter, and lot 1 of section 9, township 6 south, range 4 west, S. B. M., 100.45 acres. Agreed purchase price, $402.25. Purchase price paid, $402.25; interest paid, $20.02. Deed issued March 9, 1885, to Alexander Graham and Herbert Capper. Present owner of contract, ————. Patent No. 10. Issued Jan. 9, 1884, for 100.45 acres of land described above.

Contract No. 3,084.

Issued Jan. 24, 1884, to D. M. Graham, for the southeast quarter of section 9, township 6 south, range 4 west, S. B.

M., 159.14 acres. Agreed purchase price, $1,591.40. Purchase price paid, $1,591.40; interest paid, $216.11. Deed issued June 30, 1886, to F. H. Heald. Present owner of contract, ————————. Patent No. 10. Issued Jan. 9, 1884, for 159.14 acres of land described above.

Contract No. 6,158.

Issued Dec. 20, 1886, to W. H. Carlson, for all of section 11, township 6 south, range 4 west, S. B. M., 640 acres. Agreed purchase price, $960. Purchase price paid, $192; interest paid, $107.46. Deed issued ————, to ————. Present owner of contract, W. H. Carlson. Patent No. 23. Issued Nov. 5, 1892, for 640 acres of land described above.

Contract No. 8,830.

Issued Dec. 16, 1887, to Geo. F. Stewart, for the north half of the northwest quarter, and the southeast quarter of the northwest quarter of section 15, township 6 south, range 4 west, S. B. M., 120 acres. Agreed purchase price, $180. Purchase price paid, $180; interest paid, $56.28. Deed issued July 1, 1893, to A. B. Salisbury. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 120 acres of land described above.

Contract No. 4,419.

Issued March 6, 1885, to John G. Hoffman and Jno. T. Deatwiler, for the east half of the southwest quarter, and the southwest quarter of the southeast quarter of section 15, township 6 south, range 4 west, S. B. M., 120 acres. Agreed purchase price, $520. Purchase price paid, $520;

interest paid, $145.60. Deed issued May 26, 1894, to John J. Hoffman and Mathias Hoffman. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 120 acres of land described above.

Contract No. 3,922.

Issued Sept. 14, 1884, to Alfred Ehrlich, for the southwest quarter of the northwest quarter, and the west half of the southwest quarter of section 15, township 6 south, range 4 west, S. B. M., 120 acres. Agreed purchase price, $520. Purchase price paid, $520; interest paid, $150.85. Deed issued March 3, 1893, to John Q. Bell. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 120 acres of land described above.

Contract No. 3,307.

Issued March 12, 1884, to Mrs. Mary E. Myers, for all fractional section 19, township 6 south, range 4 west, S. B. M., 215.99 acres. Agreed purchase price, $1,725. Purchase price paid, $1,725; interest paid, $483. Deed issued March 14, 1889, to Donald M. Graham and Wm. Collier. Present owner of contract, ————————. Patent No. 10. Issued Jan. 9, 1885, for 215.99 acres of land described above.

Contract No. 3,406.

Issued April 8, 1884, to J. W. Bundy, for the west half of the northeast quarter of section 23, township 6 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $240. Purchase price paid, $240; interest paid, $48.06. Deed issued Nov. 17, 1887, to L. W. Noyes and M. Stalker. Present owner of contract, ————————. Patent No. 10. Issued Jan. 9, 1885, for 80 acres of land described above.

Contract No. 3,790.

Issued July 7, 1884, to J. W. Bundy, for the east half of the northeast quarter of section 23, township 6 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $240. Purchase price paid, $48; interest paid, $67.20. Deed issued ————, to ————. Present owner of contract, J. W. Bundy. Patent No. 10. Issued Jan. 9, 1885, for 80 acres of land described above.

Contract No. 3,790.

Issued July 7, 1884, to Saml. Bundy, for the east half of the northwest quarter of section 23, township 6 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $240. Purchase price paid, $240; interest paid, $88.59. Deed issued June 3, 1893, to La Verne W. Noyes. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 80 acres of land described above.

Contract No. 3,788.

Issued July 7, 1884, to O. J. Bundy, for the southeast quarter of section 23, township 6 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $143.50. Deed issued April 22, 1893, to H. K. Perry and La Verne W. Noyes. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 3,731.

Issued June 23, 1884, to E. Z. Bundy, for the east half of the southwest quarter of section 23, township 6 south, range 4 west, S. B. M., 80 acres. Agreed purchase price,

$240. Purchase price paid, $240; interest paid, $89.04. Deed issued June 3, 1893, to La Verne W. Noyes. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 80 acres of land described above.

Contract No. 3,770.

Issued June 30, 1884, to E. Z. Bundy, for the west half of the southwest quarter of section 23, township 6 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $240. Purchase price paid, $240; interest paid, $71.68. Deed issued June 1, 1893, to James P. Mushrush. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 80 acres of land described above.

Contract No. 3,351.

Issued March 20, 1884, to S. D. Bryant, for all fractional section 27, township 6 south, range 4 west, S. B. M., 336.43 acres. Agreed purchase price, $1,682.15. Purchase price paid, $1,682.15; interest paid, $94.20. Deed issued March 24, 1885, to S. D. Bryant. Present owner of contract, ————————. Patent No. 10. Issued Jan. 9, 1885, for 336.43 acres of land described above.

Contract No. 4,094.

Issued Nov. 13, 1884, to S. P. Bailey, for all fractional section 29, township 6 south, range 4 west, S. B. M., 407.20 acres. Agreed purchase price, $1,221.60. Purchase price paid, $1,221.60; interest paid, $575.70. Deed issued April 26, 1893, to Elsinore Orange Grove and Vineyard Co. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 407.20 acres of land described above.

Contract No. 4,298.

Issued Feb. 6, 1885, to Emmar Rood and E. Z. Bundy, for all fractional section 33, township 6 south, range 4 west, S. B. M., 403.85 acres. Agreed purchase price, $1,000. Purchase price paid, $1,000; interest paid, $466.65. Deed issued June 12, 1893, to James Hirst and John T. Rood. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 403.85 acres of land described above.

Contract No. 3,432.

Issued April 16, 1884, to Samuel C. Freefield, for lots 1, 2 and 3 of section 35, township 6 south, range 4 west, S. B. M., 78.07 acres. Agreed purchase price, $390.35. Purchase price paid, $390.35; interest paid, $102.62. Deed issued Jan. 12, 1889, to Donald M. Graham and Wm. Collier. Present owner of contract, ————. Patent No. 10. Issued Jan. 9, 1885, for 78.07 acres of land described above.

Contract No. 4,235.

Issued Jan. 29, 1885, to Samuel Bundy, for the northeast quarter of section 35, township 6 south, range 4 west, S. B. M., 159.82 acres. Agreed purchase price, $799.10. Purchase price paid, $799.10; interest paid, $391.59. Deed issued May 25, 1893, to C. H. Lewis. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 159.82 acres of land described above.

Contract No. 4,315.

Issued Feb. 9, 1885, to O. J. Bundy, for lots 5, 6 and 7 of section 35, township 6 south, range 4 west, S. B. M.,

67.56 acres. Agreed purchase price, $337.80. Purchase price paid, $337.80; interest paid, $156.51. Deed issued May 25, 1893, to C. H. Lewis. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 67.56 acres of land described above.

Contract No. 9,341.

Issued Feb. 10, 1888, to Sanford S. Smith, for lots 1, 2 and 5 of section 3, township 6 south, range 5 west, S. B. M., 60.84 acres. Agreed purchase price, $912.60. Purchase price paid, $912.60; interest paid, $——. Quitclaim deed issued March 19, 1888, to Sanford S. Smith. Present owner of contract, ————. Patent No. ——. Issued ————, for —— acres of land described above.

Contract No. 9,632.

Issued May 25, 1888, to Warren T. Hohenshell, for lot of section 11, township 6 south, range 5 west, S. B. M., 11.06 acres. Agreed purchase price, $221.20. Purchase price paid, $221.20; interest paid, $——. Deed issued July 16, 1888, to Warren T. Hohenshell. Present owner of contract, ————. Patent No. ——. Issued ————, for —— acres of land described above.

Contract No. 9,387.

Issued Feb. 20, 1888, to L. S. Mason, for lots 1, 2 and 3 of section 13, township 6 south, range 5 west, S. B. M., 71.40 acres. Agreed purchase price, $1,785. Purchase price paid, $1,785; interest paid, $——. Deed issued March 19, 1888, to L. S. Mason. Present owner of contract, ————. Patent No. ——. Issued ————, for —— acres of land described above.

Contract No. 10,934.

Issued Nov. 23, 1891, to Fredk. Stevens, for the west half of the southwest quarter of section 1, township 6 south, range 7 west, S. B. M., 80 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $89.60. Deed issued ————, to ————. Present owner of contract, Fredk. Stevens. Patent No. 23. Issued Nov. 5, 1892, for 80 acres of land described above.

Contract No. 10,072.

Issued April 19, 1889, to A. J. Cook, for lots 1 and 2 of section 9, township 6 south, range 7 west, S. B. M., 65.85 acres. Agreed purchase price, $526.80. Purchase price paid, $105.36; interest paid, $59. Deed issued ————, to ————. Present owner of contract, A. J. Cook. Patent No. 30. Issued Jan. 20, 1896, for 65.85 acres of land described above.

Contract No. 10,099.

Issued May 29, 1889, to Geo. F. Havens, for the northeast quarter of section 11, township 6 south, range 7 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $384; interest paid, $268.80. Deed issued ————, to ————. Present owner of contract, Geo. F. Havens. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 10,098.

Issued May 28, 1889, to Edw. D. Rowell, for the south half of the northwest quarter, and the fractional south half of section 11, township 6 south, range 7 west, S. B. M.,

354.20 acres. Agreed purchase price, $1,711. Purchase price paid, $1,711; interest paid, $479.05. Deed issued May 29, 1894, to Edw. D. Rowell. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 354.20 acres of land described above.

Contract No. 10,073.

Issued April 19, 1889, to W. K. Robinson, for all of section 13, township 6 south, range 7 west, S. B. M., 640 acres. Agreed purchase price, $3,200. Purchase price paid, $3,200; interest paid, $896. Deed issued April 20, 1894, to W. K. Robinson. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 640 acres of land described above.

Contract No. 10,074.

Issued April 19,1889, to W. K. Robinson, for lot 1 of section 23, township 6 south, range 7 west, S. B. M., 40.27 acres. Agreed purchase price, $120.81. Purchase price paid, $120.81; interest paid, $32.65. Deed issued Feb. 23, 1894, to J. C. Joplin. Present owner of contract, ———. Patent No. 23. Issued Nov. 5, 1892, for 40.27 acres of land described above.

Contract No. 10,053.

Issued March 25, 1889, to C. White, for all fractional section 7, township 7 south, range 1 west, S. B. M., 612.80 acres. Agreed purchase price, $2,144.80. Purchase price paid, $428.96; interest paid, $120.11. Deed issued ———, to ————. Present owner of contract, C. White. Patent No. 23. Issued Nov. 5, 1892, for 612.80 acres of land described above.

Contract No. 10,904.

Issued Nov. 10, 1891, to A. L. Bryan, for all fractional section 9, township 7 south, range 1 west, S. B. M., 474.30 acres. Agreed purchase price, $1,185.75. Purchase price paid, $237.15; interest paid, $332. Deed issued ————, to ————. Present owner of contract, A. L. Bryan. Patent No. 23. Issued Nov. 5, 1892, for 474.30 acres of land described above.

Contract No. 11,360.

Issued March 11, 1895, to Rich'd Derby, for lot 1 of section 13, township 7 south, range 1 west, S. B. M., 39.12 acres. Agreed purchase price, $97.80. Purchase price paid, $19.56; interest paid, $5.48. Deed issued ————, to ————. Present owner of contract, Rich'd Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.12 acres of land described above.

Contract No. 11,361.

Issued March 11, 1895, to Richard Derby, for lot 2 of section 13, township 7 south, range 1 west, S. B. M., 39.37 acres. Agreed purchase price, $98.43. Purchase price paid, $19.69; interest paid, $5.51. Deed issued ————, to ————. Present owner of contract, Rich'd Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.37 acres of land described above.

Contract No. 11,362.

Issued March 11, 1895, to Richard Derby, for lot 7 of section 13, township 7 south, range 1 west, S. B. M., 39.37 acres. Agreed purchase price, $98.43. Purchase price

paid, $19.69; interest paid, $5.51. Deed issued ————, to ————. Present owner of contract, Richd. Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.37 acres of land described above.

Contract No. 11,363.

Issued March 11, 1895, to Richard Derby, for lot 8, section 13, township 7 south, range 1 west, S. B. M., 39.12 acres. Agreed purchase price, $97.80. Purchase price paid, $19.56; interest paid, $5.48. Deed issued ————, to ————. Present owner of contract, Rich'd Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.12 acres of land described above.

Contract No. 11,364.

Issued March 11, 1895, to Richard Derby, for lot 3 of section 13, township 7 south, range 1 west, S. B. M., 39.62 acres. Agreed purchase price, $99.05. Purchase price paid, $19.81; interest paid, $5.55. Deed issued ————, to ————. Present owner of contract, Rich'd Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.62 acres of land described above.

Contract No. 11,365.

Issued March 11, 1895, to Richard Derby, for lot 4 of section 13, township 7 south, range 1 west, S. B. M., 39.87 acres. Agreed purchase price, $99.68. Purchase price paid, $19.94; interest paid, $5.58. Deed issued ————, to ————. Present owner of contract, Rich'd Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.87 acres of land described above.

Contract No. 11,366.

Issued March 11, 1895, to Richard Derby, for lot 5 of section 13, township 7 south, range 1 west, S. B. M., 39.87 acres. Agreed purchase price, $99.68. Purchase price paid, $19.94; interest paid, $5.58. Deed issued ———, to ———. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.87 acres of land described above.

Contract No. 11,367.

Issued March 11, 1895, to Richard Derby, for lot 6 of section 13, township 7 south, range 1 west, S. B. M., 39.62 acres. Agreed purchase price, $99.05. Purchase price paid, $19.81; interest paid, $5.55. Deed issued ———, to ———. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.62 acres of land described above.

Contract No. 11,368.

Issued March 11, 1895, to Richard Derby, for lot 9 of section 13, township 7 south, range 1 west, S. B. M., 39.33 acres. Agreed purchase price, $98.33. Purchase price paid, $19.65; interest paid, $5.51. Deed issued ———, to ———. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.33 acres of land described above.

Contract No. 11,369.

Issued March 11, 1895, to Richard Derby, for lot 10 of section 13, township 7 south, range 1 west, S. B. M., 39.52 acres. Agreed purchase price, $98.80. Purchase price

paid, $19.76; interest paid, $5.53. Deed issued ————, to ————. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.52 acres of land described above.

Contract No. 11,370.

Issued March 11, 1895, to Richard Derby, for lot 15 of section 13, township 7 south, range 1 west, S. B. M., 39.52 acres. Agreed purchase price, $98.80. Purchase price paid, $19.76; interest paid, $5.53. Deed issued ————, to ————. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.52 acres of land described above.

Contract No. 11,371.

Issued March 11, 1895, to Richard Derby, for lot 16 of section 13, township 7 south, range 1 west, S. B. M., 39.33 acres. Agreed purchase price, $98.33. Purchase price paid, $19.65; interest paid, $5.51. Deed issued ————, to ————. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.33 acres of land described above.

Contract No. 11,372.

Issued March 11, 1895, to Richard Derby, for lot 11 of section 13, township 7 south, range 1 west, S. B. M., 39.71 acres. Agreed purchase price, $99.28. Purchase price paid, $19.85; interest paid, $5.56. Deed issued ————, to ————. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.11 acres of land described above.

Contract No. 11,373.

Issued March 11, 1895, to Richard Derby, for lot 12 of section 13, township 7 south, range 1 west, S. B. M., 39.90 acres. Agreed purchase price, $99.75. Purchase price paid, $19.95; interest paid, $5.59. Deed issued ———, to ———. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.90 acres of land described above.

Contract No. 11,374.

Issued March 11, 1895, to Richard Derby, for lot 13 of section 13, township 7 south, range 1 west, S. B. M., 39.90 acres. Agreed purchase price, $99.75. Purchase price paid, $19.95; interest paid, $5.59. Deed issued ———, to ———. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.90 acres of land described above.

Contract No. 11,375.

Issued March 11, 1895, to Richard Derby, for lot 14 of section 13, township 7 south, range 1 west, S. B. M., 39.71 acres. Agreed purchase price, $99.28. Purchase price paid, $19.86; interest paid, $5.56. Deed issued ———, to ———. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 39.71 acres of land described above.

Contract No. 11,353.

Issued Sept. 26, 1894, to Jennie T. Culver, for all fractional section 15, township 7 south, range 1 west, S. B. M., 545.52 acres. Agreed purchase price, $1,363.80. Pur-

chase price paid, $272.76; interest paid, $76.37. Deed issued ————, to ————. Present owner of contract, Jennie T. Culver. Patent No. 23. Issued Nov. 5, 1892, for 545.52 acres of land described above.

Contract No. 3,598.

Issued May 24, 1884, to James Rawson, for the south half of the northeast quarter of section 1, township 7 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $56.72. Deed issued June 20, 1889, to James Rawson. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,597.

Issued May 24, 1884, to George Auld, for the south half of the northwest quarter of section 1, township 7 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $56. Deed issued June 12, 1889, to George Auld. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,896.

Issued Sept. 1, 1884, to James Rawson, for the north half of the northeast quarter of section 1, township 7 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $160. Purchase price paid, $160; interest paid, $45.55. Deed issued ————, to ————. Present owner of contract, James Rawson. Patent No. 23. Issued Nov. 5, 1892, for 80 acres of land described above.

Contract No. 4,899.

Issued Oct. 19, 1885, to C. White, for the south half of section 1, township 7 south, range 2 west, S. B. M., 320 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $372.30. Deed issued Nov. 13, 1894, to Annie S. Raymond. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 320 acres of land described above.

Contract No. 6,048.

Issued Nov. 16, 1886, to M. L. Wicks, for the north half of the northwest quarter of section 1, township 7 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $80. Purchase price paid, $16; interest paid, $4.48. Deed issued ————, to ————. Present owner of contract, M. L. Wicks. Patent No. 23. Issued Nov. 5, 1892, for 80 acres of land described above.

Contract No. 3,599.

Issued May 24, 1884, to Geo. W. Sparks and Geo. F. Sparks, for the north half of section 3, township 7 south, range 2 west, S. B. M., 320.80 acres. Agreed purchase price, $802. Purchase price paid, $802; interest paid, $133.49. Deed issued Aug. 21, 1893, to Louis Schron. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 320.80 acres of land described above.

Contract No. 3,600.

Issued May 24, 1884, to Geo. W. Sparkes and Geo. F. Sparkes, for the south half of section 3, township 7 south,

range 2 west, S. B. M., 320 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $133.16. Deed issued June 1, 1887, to Geo. W. Sparkes and Geo. F. Sparkes. Present owner of contract, ———. Patent No. 7. Issued Dec. 27, 1883, for 320 acres of land described above.

Contract No. 5,560.

Issued April 29, 1886, to Geo. Axe, for the northeast quarter of section 5, township 7 south, range 2 west, S. B. M., 161.32 acres. Agreed purchase price, $403.30. Purchase price paid, $403.30; interest paid, $85.62. Deed issued Feb. 25, 1890, to George Axe. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 161.32 acres of land described above.

Contract No. 5,559.

Issued April 29, 1886, to Wm. V. Pingry, for the northwest quarter of section 5, township 7 south, range 2 west, S. B. M., 160.76 acres. Agreed purchase price, $401.90. Purchase price paid, $401.90; interest paid, $33.75. Deed issued Dec. 3, 1887, to John O. Pingry. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 160.76 acres of land described above.

Contract No. 5,996.

Issued Oct. 26, 1886, to Mrs. S. R. Pefley, for the southeast quarter of section 5, township 7 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $160. Purchase price paid, $160; interest paid, $26.88. Deed issued Aug. 24, 1893, to Mrs. S. R. Pefley. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 5,994.

Issued Oct. 26, 1886, to Mrs. S. R. Pefley, for the southwest quarter of section 5, township 7 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $22.40. Deed issued Nov. 17, 1887, to Mrs. S. R. Pefley. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 4,204.

Issued Jan. 19, 1885, to Moses Perin, for the northeast quarter of section 7, township 7 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $240. Purchase price paid, $240; interest paid, $———. Deed issued Jan. 12, 1893, to Moses Perin. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 3,291.

Issued March 10, 1884, to Mary A. Higbey, for the west half of section 7, township 7 south, range 2 west, S. B. M., 355.20 acres. Agreed purchase price, $888. Purchase price paid, $888; interest paid, $150.48. Deed issued Oct. 7, 1887, to Mary A. Higbey. Present owner of contract, ————. Patent No. 10. Issued Jan. 9, 1885, for 355.20 acres of land described above.

Contract No. 5,510.

Issued April 7, 1886, to Mary A. Higbey, for the west half of the southeast quarter, the northeast quarter of the southeast quarter of section 7, township 7 south, range 2

west, and all of section 1, township 7 south, range 3 west, S. B. M., 761.18 acres. Agreed purchase price, $750.88. Purchase price paid, $750.88; interest paid, $210.20. Deed issued April 26, 1894, to Mary A. Higbey, for all except the northeast quarter of the southeast quarter of section 1. Deed issued April 7, 1886, to Mary A. Higbey, for the northeast quarter of the southeast quarter of section 1. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 721.18 acres of land described above. Also patent No. 30. Issued Jan. 20, 1896, for 40 acres of land described above.

Contract No. 11,396.

Issued Aug. 1, 1895, to Henry Von Rhaden, for the southeast quarter of the southeast quarter of section 7, township 7 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $200. Purchase price paid, $40; interest paid, $11.20. Deed issued ————, to ————. Present owner of contract, Henry Von Rhaden. Patent No. 23. Issued Nov. 5, 1892, for 40 acres of land described above.

Contract No. 3,601.

Issued May 24, 1884, to Geo. W. Sparkes and Geo. F. Sparkes, for all of section 9, township 7 south, range 2 west, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid, $266.32. Deed issued June 1, 1887, to George Wand and George F. Sparkes. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 640 acres of land described above.

Contract No. 3,602.

Issued May 24, 1884, to Geo. W. Sparkes and Geo. F. Sparkes, for all of section 11, township 7 south, range 2 west, S. B. M., 640 acres. Deed issued Oct. 29, 1889, to George W. Sparkes. Present owner of contract, ———. Patent No. 7. Issued Dec. 27, 1883, for 640 acres of land described above.

Contract No. 10,030.

Issued Feb. 9, 1889, to James M. Browning and S. L. Roripaugh, for all of section 13, township 7 south, range 2 west, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid, $270.55. Deed issued Nov. 3, 1884, to James M. Browning. Present owner of contract, ———. Patent No. 23. Issued Nov. 5, 1892, for 640 acres of land described above.

Contract No. 3,603.

Issued May 24, 1884, to George W. Sparkes and Geo. F. Sparkes, for all of section 15, township 7 south, range 2 west, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid, $485.33. Deed issued Oct. 29, 1889, to Geo. W. Sparkes. Present owner of contract, ———. Patent No. 7. Issued Dec. 27, 1883, for 640 acres of land described above.

Contract No. 10,022.

Issued Jan. 31, 1889, to A. R. Fabur, for all of section 17, township 7 south, range 2 west, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid, $368.35. Deed issued March 14, 1893,

to Eli Sparkes. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 640 acres of land described above.

Contract No. 6,018.

Issued Nov. 8, 1886, to Joseph Nicolas, for the east half of section 19, township 7 south, range 2 west, S. B. M., 276.89 acres. Agreed purchase price, $692.22. Purchase price paid, $692.22; interest paid, $192.75. Deed issued Nov. 3, 1891, to Joseph Nicolas. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 276.89 acres of land described above.

Contract No. 3,865.

Issued Aug. 18, 1884, to B. G. Warther, for the west half of section 19, township 7 south, range 2 west, S. B. M., 143.59 acres. Agreed purchase price, $430.77. Purchase price paid, $430.77; interest paid, $124.46. Deed issued Oct. 28, 1889, to Isaac N. Walter. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 143.59 acres of land described above.

Contract No. 6,046.

Issued Nov. 16, 1886, to M. L. Wicks, for the southeast quarter and the north half of section 29, township 7 south, range 2 west, S. B. M., 346.18 acres. Agreed purchase price, $865.45. Purchase price paid, $173.09; interest paid, $193.84. Deed issued ————————, to ————————. Present owner of contract, C. N. Richards. Patent No. 7. Issued Dec. 27, 1883, for 346.18 acres of land described above.

Contract No. 6,047.

Issued Nov. 16, 1886, to M. L. Wicks, for fraction of section 33, township 7 south, range 2 west, S. B. M., 15.22 acres. Agreed purchase price, $38.05. Purchase price paid, $38.05; interest paid, $10.65. Deed issued Nov. 18, 1891, to A. G. Gardner. Present owner of contract, ————————. Patent No. 7. Issued Dec. 27, 1883, for 15.22 acres of land described above.

Contract No. 9,923.

Issued Sept. 27, 1888, to W. Henry Wagner, for all of section 3, township 7 south, range 3 west, S. B. M., 548.80 acres. Agreed purchase price, $1,372. Purchase price paid, $274.40; interest paid, $153.66. Deed issued ——, to ————————. Present owner of contract, W. Henry Wagner. Patent No. 23. Issued Nov. 5, 1892, for 548.80 acres of land described above.

Contract No. 9,905.

Issued Sept. 18, 1888, to Uriah B. Wilson and Fred'k J. Chamberlin, for lot 1 of section 7, township 7 south, range 3 west, S. B. M., 30.88 acres. Agreed purchase price, $154.40. Purchase price paid, $30.88; interest paid, $51.90. Deed issued ————————, to ————————. Present owner of contract, Jennie A. Wilson and Fred'k J. Chamberlin. Patent No. 23. Issued Nov. 5, 1892, for 30.88 acres of land described above.

Contract No. 4,810.

Issued Sept. 7, 1885, to W. Henry Wagner, for the northwest quarter of section 11, township 7 south, range

3 west, S. B. M., 155.39 acres. Agreed purchase price, $116.54. Purchase price paid, $116.54; interest paid, $—. Deed issued ————, to ————. Present owner of contract, W. Henry Wagner. Patent No. 23. Issued Nov. 5, 1892, for 155.39 acres of land described above.

Contract No. 11,400.

Issued Sept. 27, 1895, to Joseph B. Kolb and Chas. H. Sims, for the northeast quarter of the northeast quarter, and lots 1, 2, and 3 of section 5, township 8 south, range 1 west, S. B. M., 95.37 acres. Agreed purchase price, $238.42. Purchase price paid, $47.68; interest paid, $13.35. Deed issued ————, to ————. Present owners of contract, Joseph B. Kolb and Chas. H. Sims. Patent No. 23. Issued Nov. 5, 1892, for 95.37 acres of land described above.

Contract No. 10,513.

Issued Oct. 10, 1890, to Banning Land Company, for all of section 33, township 1 south, range 1 east, S. B. M., 640 acres. Agreed purchase price, $3,200. Purchase price paid, $3,200; interest paid, $896. Quitclaim deed issued May 2, 1896, to Banning Land Company. Present owner of contract, ————. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 10,514.

Issued Oct. 10, 1890, to Banning Land Company, for all of section 35, township 1 south, range 1 east, S. B. M., 640 acres. Agreed purchase price, $3,200. Purchase price paid, $3,200; interest paid, $896. Quitclaim deed is-

sued May 2, 1896, to Banning Land Company. Present owner of contract, ————. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 11,347.

Issued Aug. 1, 1894, to J. E. Cowles, for the east half of section 13; the northwest quarter of the southwest quarter, and the north half of section 23; and the north half of the northeast quarter, and the north half of the northwest quarter of section 33, township 1 south, range 4 east, S. B. M., 840 acres. Agreed purchase price, $2,100. Purchase price paid, $420; interest paid, $234.20. Deed issued ————, to ————. Present owner of contract, J. E. Cowles. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 11,254.

Issued Feb. 15, 1893, to Lowell L. Rogers, for all of section 29, township 1 south, range 4 east, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $320; interest paid, $89.60. Deed issued ———, to ————. Present owner of contract, Lowell L. Rogers. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 10,119.

Issued June 29, 1889, to Cabazon Land and Water Co., for all of section 21, township 2 south, range 2 east, S. B. M., 640 acres. Agreed purchase price, $3,200. Purchase price paid, $3,200; interest paid, $———. Quitclaim deed issued July 23, 1889, to Cabazon Land and Water Co.

Present owner of contract, ——————. Patent No. ———. Issued ————, for —— acres of land described above.

Contract No. 4,575.

Issued May 4, 1885, to T. M. Parsons and Wellwood Murray, for the north half of section 1, township 3 south, range 1 east, S. B. M., 319.30 acres. Agreed purchase price, $798.25. Purchase price paid, $798.25; interest paid, $179.65. Deed issued May 24, 1889, to F. M. Parson and Wellwood Murray. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 319.30 acres of land described above.

Contract No. 3,883.

Issued Aug. 25, 1884, to C. W. Filkins, for the east half, the east half of the northwest quarter, the east half of the southwest quarter of section 3; and the south half of section 15, township 3 south, range 1 east, S. B. M., 798.20 acres. Agreed purchase price, $4,789.20. Purchase price paid, $4,789.20; interest paid, $———. Deed issued June 29, 1893, to Banning Land Company, for the east half of the east half of the southwest quarter of section 3; and the south half of section 15. Present owner of contract, Banning Land Company, for the east half of the northwest quarter of section 3. Patent No. 18. Issued Oct. 7, 1891, for 718.66 acres of land described above.

Contract No. 3,882.

Issued Aug. 25, 1884, to J. M. Gilman, for lot 1 of section 5, township 3 south, range 1 east, S. B. M., 80 acres. Agreed purchase price, $320. Purchase price paid, $320;

interest paid, $89.60. Deed issued May 17, 1892, to J. M. Gilman. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 3,884.

Issued Aug. 25, 1884, to J. H. Barbour, for lot 2 of the northeast quarter and lot 2 of the northwest quarter of section 5, township 3 south, range 1 east, S. B. M., 159.20 acres. Agreed purchase price, $1,273.60. Purchase price paid, $1,273.60; interest paid, $356.60. Deed issued May 11, 1894, to D. F. Gilman. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 159.20 acres of land described above.

Contract No. 3,886.

Issued Aug. 25, 1886, to G. W. Scott, for the southeast quarter of the northwest quarter, the east half of the southwest quarter, and the southwest quarter of the southwest quarter of section 5, township 3 south, range 1 east, S. B. M., 160 acres. Agreed purchase price, $1,120. Purchase price paid, $1,120; interest paid, $501.76. Deed issued Aug. 22, 1892, to G. W. Scott. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 794.

Issued March 16, 1880, to Wm. K. Dunlap, for the southwest quarter of the northwest quarter, and the northwest quarter of the southwest quarter of section 5, township 3 south, range 1 east, S. B. M., 80 acres. Agreed purchase price, $220. Purchase price paid, $220; interest

paid, $17.60. Deed issued March 7, 1881, to Wm. K. Dunlap. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,992.

Issued Dec. 29, 1883, to George W. Scott, for all of section 7, township 3 south, range 1 east, S. B. M., 647.22 acres. Agreed purchase price, $4,854.15. Purchase price paid, $4,854.15; interest paid, $1,350.83. Deed issued Dec. 18, 1888, to Geo. W. Scott. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 647.22 acres of land described above.

Contract No. 2,003.

Issued Dec. 23, 1881, to John C. Heazlitt, for the north half of the northeast quarter of section 9, township 3 south, range 1 east, S. B. M., 80 acres. Agreed purchase price, $220. Purchase price paid, $220; interest paid, $36.96. Deed issued Sept. 16, 1884, to Charles W. Filkins. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,003½.

Issued Dec. 23, 1881, to John C. Heazlitt, for the north half of the northwest quarter of section 9, township 3 south, range 1 east, S. B. M., 80 acres. Agreed purchase price, $220. Purchase price paid, $220; interest paid, $36.96. Deed issued Sept. 16, 1884, to Charles W. Filkins. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 798.

Issued March 22, 1880, to Gideon Scott, for the south half of the northeast quarter; the south half of the northwest quarter; the north half of the southeast quarter and the north half of the southwest quarter of section 9, township 3 south, range 1 east, S. B. M., 320 acres. Agreed purchase price, $1,000. Purchase price paid, $1,000; interest paid, $320. Deed issued March 25, 1884, to Gideon Scott. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 320 acres of land described above.

Contract No. 799.

Issued March 26, 1880, to John C. Hay, for the south half of the southeast quarter; the south half of the southwest quarter of section 9, township 3 south, range 1 east, S. B. M., 160 acres. Agreed purchase price, $560. Purchase price paid, $560. Interest paid, $201.70. Deed issued May 6, 1884, to John C. Hay. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 795.

Issued March 16, 1880, to Daniel A. Scott, for the west half of the northwest quarter of section 15, township 3 south, range 1 east, S. B. M., 80 acres. Agreed purchase price, $320. Purchase price paid, $320; interest paid, $97.45. Deed issued Jan. 9, 1884, to Daniel A. Scott. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 1,293.

Issued Oct. 6, 1881, to Daniel A. Scott, for the east half of the northwest quarter of section 15, township 3 south, range 1 east, S. B. M., 80 acres. Agreed purchase price, $320. Purchase price paid, $320; interest paid, $40.19. Deed issued Jan. 9, 1884, to Daniel A. Scott. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,825.

Issued Sept. 3, 1883, to William Thorpe, for the east half of the northeast quarter of section 15, township 3 south, range 1 east, S. B. M., 80 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $7.47. Deed issued Jan. 5, 1884, to William Thorpe. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,822.

Issued Aug. 21, 1883, to Gideon Scott, for the southwest quarter of the northeast quarter of section 15, township 3 south, range 1 east, S. B. M., 40 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $4.15. Deed issued Jan. 9, 1884, to Gideon Scott. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 2,819.

Issued Aug. 13, 1883, to Gideon Scott, for the northwest half of the northeast quarter of section 15, township 3 south, range 1 east, S. B. M., 40 acres. Agreed purchase

price, $200. Purchase price paid, $200; interest paid, $4.35. Deed issued Jan. 9, 1884, to Gideon Scott. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 2,993.

Issued Dec. 29, 1883, to Wellwood Murray and J. H. Barbour, for the north half and the southeast quarter of section 17, township 3 south, range 1 east, S. B. M., 480 acres. Agreed purchase price, $3,600. Purchase price paid, $3,600; interest paid, $1,008. Deed issued Dec. 17, 1888, to Thomas E. Fraser. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 480 acres of land described above.

Contract No. 3,119.

Issued Jan. 31, 1884, to Henry Cabot, for the southwest quarter of section 17, township 3 south, range 1 east, S. B. M., 160 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200. Interest paid, $265.30. Deed issued Jan. 20, 1888, to Henry Cabot. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 3,035.

Issued Jan. 12, 1884, to S. B. Wright, for the northeast quarter of section 19, township 3 south, range 1 east, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $268.80. Deed issued Jan. 18,1889, to Wellwood Murray and E. G. Grant. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 2,994.

Issued Dec. 29, 1883, to E. G. Carpenter and C. H. Ingelow, for the northwest quarter of section 21, township 3 south, range 1 east, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $224. Deed issued Nov. 28, 1892, to C. Sweeters. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,245.

Issued Jan. 14, 1887, to George W. Spencer, for the west half of the northeast quarter of section 5, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $67.20. Deed issued ————, to ————. Present owner of contract, George W. Spencer. Patent No. —. Issued ————, for ——— acres of land described above.

Contract No. 3,957.

Issued Sept. 27, 1884, to L. A. Pelton, for the northwest quarter of section 5, township 3 south, range 2 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $185.86. Deed issued ———, to ————. Present owner of contract, L. A. Pelton. Patent No. —. Issued ————, for —— acres of land described above.

Contract No. 3,869.

Issued Aug. 20, 1884, to T. E. Pope, for the east half of the southeast quarter of section 5, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200.

Purchase price paid, $200; interest paid, $94.08. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 3,870.

Issued Aug. 20, 1884, to T. E. Pope, for the west half of the southeast quarter of section 5, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $94.08. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 3,871.

Issued Aug. 20, 1884, to T. E. Pope, for the east half of the southwest quarter of section 5, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $94.08. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 3,872.

Issued Aug. 20, 1884, to T. E. Pope, for the west half of the southwest quarter of section 5, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $94.08. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,250.

Issued Jan. 14, 1887, to H. M. Russell, E. A. Cox and M. C. Brandt, for the north half of the northeast quarter of section 7, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $56. Deed issued Feb. 13, 1893, to H. M. Russell. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,251.

Issued Jan. 14, 1887, to H. M. Russell, E. A. Cox and M. C. Brandt, for the south half of the northeast quarter of section 7, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $56. Deed issued Feb. 13, 1893, to H. M. Russell. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,254.

Issued Jan. 14, 1887, to H. M. Russell, E. A. Cox and M. C. Brandt, for the north half of the southeast quarter of section 7, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $56. Deed issued Feb. 13, 1893, to H. M. Russell. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,255.

Issued Jan. 14, 1887, to H. M. Russell, E. A. Cox and M. C. Brandt, for the south half of the southeast quarter of

section 7, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $56. Deed issued Feb. 13, 1893, to H. M. Russell. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,237.

Issued Jan. 14, 1887, to George W. Spencer, for the north half of the northeast quarter of section 15, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $67.20. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,238.

Issued Jan. 14, 1887, to George W. Spencer, for the south half of the northeast quarter of section 15, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $67.20. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,239.

Issued Jan. 14, 1887, to George W. Spencer, for the north half of the northwest quarter of section 15, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $67.20. Deed issued May 15, 1896, to Cabazon Land

& Water Co. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,240.

Issued Jan. 14, 1887, to George W. Spencer, for the south half of the northwest quarter of section 15, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $67.20. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,241.

Issued Jan. 14, 1887, to George W. Spencer, for the north half of the southeast quarter of section 15, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $67.20. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,242.

Issued Jan. 14, 1887, to George W. Spencer, for the south half of the southeast quarter of section 15, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $67.20. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,243.

Issued Jan. 14, 1887, to George W. Spencer, for the north half of the southwest quarter of section 15, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $67.20. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,244.

Issued Jan. 14, 1887, to George W. Spencer, for the south half of the southwest quarter of section 15, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $67.20. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 3,873.

Issued Aug. 20, 1884, to T. E. Pope, for the northeast quarter of section 17, township 3 south, range 2 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $188.16. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,874.

Issued Aug. 20, 1884, to T. E. Pope, for the northwest quarter of section 17, township 3 south, range 2 east, S. B.

M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $188.16. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,875.

Issued Aug. 20, 1884, to T. E. Pope, for the southeast quarter of section 17, township 3 south, range 2 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $188.16. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,876.

Issued Aug. 20, 1884, to T. E. Pope, for the southwest quarter of section 17, township 3 south, range 2 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $188.16. Deed issued May 15, 1896, to Cabazon Land & Water Co. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,877.

Issued Aug. 20, 1884, to T. E. Pope, for the north half of the northwest quarter of section 21, township 3 south, range 2 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $94.08. Deed issued May 15, 1896, to Cabazon Land & Water Co.

Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,066.

Issued Nov. 20, 1886, to U. S. Hall, for the northwest quarter of section 23, township 3 south, range 2 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $134.40. Deed issued Nov. 14, 1893, to M. S. Hall. Present owner of contract, ———————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 2,790.

Issued May 26, 1883, to Gorgonio Vineyard Association, for the southwest quarter of the northwest quarter and the west half of the southwest quarter of section 21, and the northeast quarter of the northeast quarter of section 29, township 3 south, range 3 east, S. B. M., 160 acres. Agreed purchase price, $600. Purchase price paid, $600; interest paid, $——. Quitclaim deed issued July 10, 1883, to Gorgonio Vineyard Association. Present owner of contract, ————————. Patent No. —. Issued ———————, for ——— acres of land described above.

Contract No. 10,947.

Issued Jan. 12, 1892, to J. K. Basye and S. H. Lucas, for all of section 19, township 4 south, range 2 east, S. B. M., 649.02 acres. Agreed purchase price, $2,271.57. Purchase price paid, $454.31; interest paid, $508.80. Deed issued ————————, to ————————. Present owner of contract, George Reis. Patent No. 25. Issued Aug. 15, 1894, for 649.02 acres of land described above.

Contract No. 10,176.

Issued Oct. 3, 1889, to San Jacinto Lumber Co., for all of section 23, township 4 south, range 2 east, S. B. M., 640 acres. Agreed purchase price, $3,200. Purchase price paid, $3,200; interest paid, $689.42. Deed issued Sept. 6, 1893, to State Loan & Trust Company. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 9,943.

Issued Oct. 22, 1888, to A. D. McCormick, M. G. Stone and G. D. Compton, for all of section 35, township 4 south, range 2 east, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $845.43; interest paid, $662.17. Deed issued ————, to ————. Present owners of contract, W. P. Lett, M. G. Stone and G. D. Compton. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 8,065.

Issued Aug. 20, 1887, to J. G. McCallum, for the northeast quarter of the southeast quarter of section 3, township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $4.50. Deed issued July 16, 1888, to J. G. McCallum. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 8,066.

Issued Aug. 20, 1887, to J. G. McCallum, for the northwest quarter of the southeast quarter of section 3,

township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $4.50. Deed issued July 16, 1888, to J. G. McCallum. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 8,067.

Issued Aug. 20, 1887, to J. G. McCallum, for the southeast quarter of the southeast quarter of section 3, township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $4.50. Deed issued July 16, 1888, to J. G. McCallum. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 8,068.

Issued Aug. 20, 1887, to J. G. McCallum, for the southwest quarter of the southeast quarter of section 3, township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $4.50. Deed issued July 16, 1888, to J. G. McCallum. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 6,181.

Issued Dec. 29, 1886, to George F. Dutton, for the north half of the northwest quarter; the southeast quarter of the northwest quarter; the northeast quarter of the southeast quarter and the northeast quarter of section 11, township 4 south, range 4 east, S. B. M., 320 acres. Agreed

purchase price, $800. Purchase price paid, $800; interest paid, $226.10. Deed issued Jan. 26, 1892, to A. J. Twogood. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 320 acres of land described above.

Contract No. 4,833.

Issued Sept. 14, 1885, to Margaret Chapin, for the southwest quarter of the northwest quarter of section 11, township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $33.50. Deed issued March 10, 1892, to J. G. McCallum. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 4,842.

Issued Sept. 17, 1885, to Margaret E. Chapin, for the southeast quarter of the southeast quarter of section 11, township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $33.45. Deed issued March 10, 1892, to J. G. McCallum. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 4,843.

Issued Sept. 17, 1885, to Mary E. Chapin, for the northwest quarter of the southeast quarter of section 11, township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $33.45. Deed issued March 10, 1892, to J. G. McCal-

lum. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 4,844.

Issued Sept. 17, 1885, to Mary E. Chapin, for the southwest quarter of the southeast quarter of section 11, township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $33.45. Deed issued March 10, 1892, to J. G. McCallum. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 4,829.

Issued Sept. 14, 1885, to Margaret Chapin, for the northwest quarter of the southwest quarter of section 11, township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $29.45. Deed issued April 25, 1892, to Mrs. Ella Brooks. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 4,830.

Issued Sept. 14, 1885, to Margaret Chapin, for the southwest quarter of the southwest quarter of section 11, township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $29.90. Deed issued May 12, 1892, to J. G. McCallum. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 4,831.

Issued Sept. 14, 1885, to Margaret Chapin, for the northeast quarter of the southwest quarter of section 11, township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $21. Deed issued July 10, 1890, to H. F. Wheaton. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 4,832.

Issued Sept. 14, 1885, to Margaret Chapin, for the southeast quarter of the southwest quarter of section 11, township 4 south, range 4 east, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $29.45. Deed issued April 25, 1892, to Mrs. Ella Brooks. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 3,749.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the northeast quarter of section 13, township 4 south, range 4 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $97.45. Quitclaim deed issued Nov. 7, 1888, to J. G. McCallum. Present owner of contract, ———— ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,750.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the northwest quarter of section 13,

township 4 south, range 4 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $97.45. Quitclaim deed issued Nov. 7, 1888, to J. G. McCallum. Present owner of contract, ——— ———. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,751.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the southeast quarter of section 13, township 4 south, range 4 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $97.45. Quitclaim deed issued Nov. 7, 1888, to J. G. McCallum. Present owner of contract, ——— ———. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,752.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the southwest quarter of section 13, township 4 south, range 4 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $97.45. Quitclaim deed issued Nov. 7, 1888, to J. G. McCallum. Present owner of contract, ——— ———. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,753.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the northeast quarter of section 15, township 4 south, range 4 east, S. B. M., 160 acres.

Agreed purchase price, $400. Purchase price paid, $400; interest paid, $77.16. Quitclaim deed issued Dec. 12, 1887, to J. G. McCallum. Present owner of contract, ——— ———. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,754.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the southeast quarter of section 15, township 4 south, range 4 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $77.16. Quitclaim deed issued Dec. 12, 1887, to J. G. McCallum. Present owner of contract, ——— ———. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,755.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the northeast quarter of section 23, township 4 south, range 4 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $97.45. Quitclaim deed issued Nov. 7, 1888, to J. G. McCallum. Present owner of contract, ——— ———. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,756.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the northwest quarter of section 23, township 4 south, range 4 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400;

interest paid, $97.45. Quitclaim deed issued Nov. 7, 1888, to J. G. McCallum. Present owner of contract, ——— ———. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,757.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the southeast quarter of section 23, township 4 south, range 4 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $97.45. Quitclaim deed issued Nov. 7, 1888, to J. G. McCallum. Present owner of contract, ——— ———. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,758.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the southwest quarter of section 23, township 4 south, range 4 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $112. Quitclaim deed issued Jan. 25, 1889, to Mrs. Ella Brooks. Present owner of contract, ———. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,759.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the north half of the northeast quarter of section 25, township 4 south, range 4 east, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $65.65. Deed issued ————,

to ————————. Present owner of contract, Henry C. Campbell. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 3,760.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the northwest quarter of section 25, township 4 south, range 4 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $131.30. Deed issued ————————, to ————————. Present owner of contract, Henry C. Campbell. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,761.

Issued June 26, 1884, to W. E. Van Slyke and W. R. Porter, for the southwest quarter of section 25, township 4 south, range 4 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $131.30. Deed issued ————————, to ————————. Present owner of contract, Henry C. Campbell. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,901.

Issued Sept. 5, 1884, to J. G. McCallum, for all of section 35, township 4 south, range 4 east, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid, $928.35. Deed issued Jan. 28, 1895, to Elizabeth W. Barney. Present owner of contract, ———— ————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 5,957.

Issued Oct. 5, 1886, to J. G. McCallum, for the northeast quarter of section 19, township 4 south, range 5 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $110.32. Deed issued March 10, 1892, to J. G. McCallum. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 5,958.

Issued Oct. 5, 1886, to J. G. McCallum, for the northwest quarter of section 19, township 4 south, range 5 east, S. B. M., 166.77 acres. Agreed purchase price, $416.92. Purchase price paid, $416.92; interest paid, $114.98. Deed issued March 10, 1892, to J. G. McCallum. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 166.77 acres of land described above.

Contract No. 5,959.

Issued Oct. 5, 1886, to J. G. McCallum, for the southeast quarter of section 19, township 4 south, range 5 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $110.32. Deed issued March 10, 1892, to J. G. McCallum. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 5,960.

Issued Oct. 5, 1886, to J. G. McCallum, for the southwest quarter of section 19, township 4 south, range 5 east,

S. B. M., 167.07 acres. Agreed purchase price, $417.67. Purchase price paid, $417.67; interest paid, $84.37. Quitclaim deed issued April 8, 1890, to J. G. McCallum. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 167.07 acres of land described above.

Contract No. 5,961.

Issued Oct. 5, 1886, to Orson C. Miller, for the northeast quarter of section 29, township 4 south, range 5 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $225; interest paid, $200.55. Deed issued ———————, to ————————. Present owner of contract, Orson C. Miller. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 5,962.

Issued Oct. 5, 1886, to Orson C. Miller, for the northwest quarter of section 29, township 4 south, range 5 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $225; interest paid, $200.55. Deed issued ———————, to ————————. Present owner of contract, Orson C. Miller. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 5,963.

Issued Oct. 5, 1886, to Orson C. Miller, for the southeast quarter of section 29, township 4 south, range 5 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $225; interest paid, $200.55. Deed issued ———————, to ————————. Present owner of contract, Orson C. Miller. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 5,964.

Issued Oct. 15, 1886, to Orson C. Miller, for the southwest quarter of section 29, township 4 south, range 5 east, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $225; interest paid, $200.55. Deed issued ————, to ————. Present owner of contract, Orson C. Miller. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 8,541.

Issued Oct. 20, 1887, to J. G. McCallum, for the northeast quarter of the northeast quarter of section 33, township 4 south, range 5 east, S. B. M., 40 acres. Agreed purchase price, $200. Purchase price paid, $40; interest paid, $11.20. Deed issued ————, to ————. Present owner of contract, J. G. McCallum. Patent No. 25. Issued Aug. 15, 1894, for 40 acres of land described above.

Contract No. 8,542.

Issued Oct. 20, 1887, to J. G. McCallum, for the northwest quarter of the northeast quarter of section 33, township 4 south, range 5 east, S. B. M., 40 acres. Agreed purchase price, $200. Purchase price paid, $40; interest paid, $11.20. Deed issued ————, to ————. Present owner of contract, J. G. McCallum. Patent No. 25. Issued Aug. 15, 1894, for 40 acres of land described above.

Contract No. 8,543.

Issued Oct. 20, 1887, to J. G. McCallum, for the southeast quarter of the northeast quarter of section 33, town-

ship 4 south, range 5 east, S. B. M., 40 acres. Agreed purchase price, $200. Purchase price paid, $40; interest paid, $11.20. Deed issued ————, to ————. Present owner of contract, J. G. McCallum. Patent No. 25. Issued Aug. 15, 1894, for 40 acres of land described above.

Contract No. 8,544.

Issued Oct. 20, 1887, to J. G. McCallum, for the southwest quarter of the northeast quarter of section 33, township 4 south, range 5 east, S. B. M., 40 acres. Agreed purchase price, $200.00. Purchase price paid, $40.00; interest paid, $11.20. Deed issued ————, to————. Present owner of contract, J. G. McCallum. Patent No. 25. Issued Aug. 15, 1894, for 40 acres of land described above.

Contract No. 8,545.

Issued Oct. 20, 1887, to J. G. McCallum, for the northeast quarter of the northwest quarter of section 33, township 4 south, range 5 east, S. B. M., 40 acres. Agreed purchase price, $200.00. Purchase price paid, $40.00; interest paid, $11.20. Deed issued ————, to ————. Present owner of contract, J. G. McCallum. Patent No. 25. Issued Aug. 15, 1894, for 40 acres of land described above.

Contract No. 8,546.

Issued Oct. 20, 1887, to J. G. McCallum, for the southeast quarter of the northwest quarter of section 33, township 4 south, range 5 east, S. B. M., 40 acres. Agreed purchase price, $200.00. Purchase price paid, $40.00; interest paid, $11.20. Deed issued ————, to ————.

Present owner of contract, J. G. McCallum. Patent No. 25. Issued Aug. 15, 1894, for 40 acres of land described above.

Contract No. 9,624.

Issued May 24, 1888, to Nathan Silkwood, for the northwest quarter of section 13, townsihip 5 south, range 1 east, S. B. M., 160 acres. Agreed purchase price, $1,600.00 Purchase price paid, $320.00; interest paid, $537.60. Deed issued ————, to ————. Present owner of contract, Wm. B. Webster. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 9,630.

Issued May 24, 1888, to Fairview Land & Water Co., for the east half of section 13, township 5 south, range 1 east, S. B. M., 320 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $627.20. Deed issued ————, to ————. Present owner of contract, San Jacinto & Pleasant Valley Irrigation District. Patent No. 18. Issued Oct. 7, 1891, for 320 acres of land described above.

Contract No. 9,622.

Issued May 24, 1888, to A. Scherman, for the northeast quarter of the northeast quarter of section 15, township 5 south, range 1 east, S. B. M., 40 acres. Agreed purchase price, $1,200.00. Purchase price paid, $240.00; interest paid, $604.80. Deed issued ————, to ————. Present owner of contract, A. Saunders. Patent No. 25. Issued Aug. 15, 1894, for 40 acres of land described above.

Contract No. 9,626.

Issued May 24, 1888, to Howard E. Martin, for the south half of section 15, township 5 south, range 1 east, S. B. M., 320 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $716.80. Deed issued ————, to ————. Present owner of contract, San Jacinto & Pleasant Valley Irrigation District. Patent No. 18. Issued Oct. 7, 1891, for 280 acres of land described above.

Contract No. 8,361.

Issued Sept. 17, 1887, to Hemet Land Company, for all of section 19, township 5 south, range 1 east, S. B. M., 641.26 acres. Agreed purchase price, $5,848.49. Purchase price paid, $5,848.79; interest paid, $1,828.58. Deed issued April 22, 1893, to Hemet Land Company. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 641.26 acres of land described above.

Contract No. 9,628.

Issued May 24, 1888, to John C. Wilms, for the west half of the southwest quarter of the southwest quarter of section 21, township 5 south, range 1 east, S. B. M., 20 acres. Agreed purchase price, $320.00. Purchase price paid, $320.00; interest paid, $———. Deed issued ————, to ———. Present owner of contract, John C. Wilms. Patent No. 18. Issued Oct. 7, 1891, for 20 acres of land described above.

Contract No. 9,625.

Issued May 24, 1888, to Samuel H. Meeks, for all of section 27, township 5 south, range 1 east, S. B. M., 640 acres.

Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $268.80. Deed issued ————, to ————. Present owner of contract, Samuel H. Meeks. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 10,298.

Issued April 28, 1890, to Sarah E. Hannahs, for the east half of section 1, township 5 south, range 2 east, S. B. M., 320.40 acres. Agreed purchase price, $801.00. Purchase price paid, $245.59; interest paid, $263.86. Deed issued ————, to ————. Present owner of contract, Sarah E. Hannahs. Patent No. 25. Issued Aug. 15, 1894, for 320.40 acres of land described above.

Contract No. 10,299.

Issued April 28, 1890, to Sarah E. Hannahs, for the southwest quarter of section 1, township 5 south, range 2 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $136.05; interest paid, $130.95. Deed issued ————, to ————. Present owner of contract, Sarah E. Hannahs. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 3,380.

Issued Mar. 29, 1884, to A. Saunders, for the northwest quarter of section 1, township 5 south, range 2 east, S. B. M., 161.20 acres. Agreed purchase price, $886.60. Purchase price paid, $886.60; interest paid, $248.25. Deed issued Apr. 19, 1889, to A. Saunders. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 161.20 acres of land described above.

Contract No. 3,381.

Issued May 29, 1884, to A. Saunders, for the north half of section 11, township 5 south, range 2 east, S. B. M., 320 acres. Agreed purchase price, $1,120. Purchase price paid, $1,120; interest paid, $313.60. Deed issued Apr. 19, 1889, to A. Saunders. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 320 acres of land described above.

Contract No. 9,771.

Issued July 16, 1888, to A. W. Burns and Chas. Thomas, for the northeast quarter and the south half of section 13, township 5 south, range 2 east, S. B. M., 480 acres. Agreed purchase price, $4,800. Purchase price paid, $960.00; interest paid, $268.80. Deed issued ———— to ————. Present owner of contract, A. W. Burris and Chas. Thomas. Patent No. 2. Issued Apr. 4, 1879, for 480 acres of land described above.

Contract No. 9,938.

Issued Oct. 15, 1888, to Fairview Land & Water Co., for all of section 17, township 5 south, range 2 east, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $627.20. Deed issued ———— to ————. Present owner of contract, San Jacinto and Pleasant Valley Irrigation District. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 9,939.

Issued Oct. 15, 1888, to Fairview Land & Water Co., for the northeast quarter of section 19, township 5 south, range 2 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $156.80. Deed issued ————, to ————. Present owner of contract, San Jacinto & Pleasant Valley Irrigation District. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 9,181.

Issued Jan. 19, 1888, to H. M. Johnston, for all of section 25, township 5 south, range 2 east, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $202.10. Deed issued Oct. 19, 1891, to H. M. Johnston for the southeast quarter of the northwest quarter; east half of the southwest quarter, and east half. Present owner of contract, H. M. Johnston, for the northeast quarter of the northwest quarter; west half of the northwest quarter, and west half of the southwest quarter. Patent No. 12. Issued Jan. 29, 1891, for 440 acres of land described above. Also patent No. 33. Issued June 22, 1896, for 200 acres of land described above.

Contract No. 10,048.

Issued March 11, 1889, to A. Scherman, for all of section 5, township 5 south, range 3 east, S. B. M., 633.02 acres. Agreed purchase price, $2,437.12. Purchase price paid, $2,437.12; interest paid, $807.45. Deed issued ————, to ————. Present owner of contract, A. Scherman.

Patent No. 18. Issued Oct. 7, 1891, for 633.02 acres of land described above.

Contract No. 10,721.

Issued April 17, 1891, to Calvin S. Hemstreet, for the southeast quarter of section 7, township 5 south, range 3 east, S. B. M., 160 acres. Agreed purchase price, $1,120.00. Purchase price paid, $224.00; interest paid, $62.72. Deed issued ————, to ————. Present owner of contract, Calvin S. Hemstreet. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,515.

Issued Oct. 10, 1890, to Sarah E. Hannahs, for the southwest quarter of section 7, township 5 south, range 3 east, S. B. M., 160.77 acres. Agreed purchase price, $1,205.77. Purchase price paid, $241.15; interest paid, $202.56. Deed issued ————, to ————. Present owner of contract, Sarah E. Hannahs. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 7,762.

Issued July 11, 1887, to H. M. Johnston, for the southwest quarter of section 15, all of section 19, west half of section 27, all of sections 29, 31 and 33, township 5 south, range 3 east, S. B. M., 3,048.76 acres. Agreed purchase price, $4,821.90. Purchase price paid, $4,821.90; interest paid, $750.06. Deed issued Oct. 19, 1891, to H. M. Johnston. Present owner of contract, ————. Patent No. 12. Issued Jan. 29, 1891, for 3,048.76 acres of land described above.

Contract No. 7,763.

Issued July 11, 1887, to M. M. Orstott, for all of section 21, township 5 south, range 3 east, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $446.00. Deed issued July 11, 1892, to M. M. Orstott. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 9,405.

Issued Feb. 27, 1888, to Granville D. Abbott, for the northeast quarter of section 9, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $123.20. Deed issued March 9, 1893, to Granville D. Abbott and Granville S. Abbott. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 8,646.

Issued Oct. 27, 1887, to O. S. Putnam and E. E. Gilkison, for the southwest quarter of section 13, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $126.28. Deed issued March 17, 1892, to J. H. Phillip. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,580.

Issued June 15, 1887, to A. N. Towne, for the northeast quarter of section 15, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Pur-

chase price paid, $400.00; interest paid, $———. Deed issued March 18, 1892, to A. N. Towne. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,581.

Issued June 15, 1887, to A. N. Towne, for the northwest quarter of section 15, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $———. Deed issued March 18, 1892, to A. N. Towne. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,582.

Issued June 15, 1887, to A. N. Towne, for the southeast quarter of section 15, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $———. Deed issued March 18, 1892, to A. N. Towne. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,583.

Issued June 15, 1887, to A. N. Towne, for the southwest quarter of section 15, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $———. Deed issued March 18, 1892, to A. N. Towne. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 4,652.

Issued June 8, 1885, to P. J. O'Regan, for the northeast quarter of section 23, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $20.51. Deed issued April 20, 1892, to P. J. O'Regan. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 4,653.

Issued June 8, 1885, to A. G. Tingman, for the southeast quarter of section 23, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $52.50. Deed issued March 26, 1892, to A. G. Tingman and Geo. W. Durbrow. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 5,752.

Issued July, 8, 1886, to Chas. N. Shaw and Chas. E. Green, for the northwest quarter of section 23, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $134.40. Deed issued July 15, 1892, to Indio Land & Water Co. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 5,753.

Issued July 8, 1886, to Chas. N. Shaw and Chas. E. Green, for the southwest quarter of section 23, township

5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $134.40. Deed issued July 15, 1892, to Indio Land & Water Co. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 5,988.

Issued Oct. 20, 1886, to Chas. N. Shaw, for the north half of section 25, township 5 south, range 7 east, S. B. M., 320 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $348.56. Deed issued Aug. 3, 1894, to Indio Land & Water Co. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 320 acres of land described above.

Contract No. 5,989.

Issued Oct. 20, 1886, to Chas. E. Green, for the south half of section 25, township 5 south, range 7 east, S. B. M., 320 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $348.57. Deed issued Aug. 3, 1894, to Indio Land & Water Co. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 320 acres of land described above.

Contract No. 6,194.

Issued Dec. 30, 1886, to Alban N. Towne, for the northeast quarter of section 35, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $124.15. Deed issued July 15, 1892, to Wm. G. Lanigan. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,196.

Issued Dec. 30, 1886, to Alban N. Towne, for the southeast quarter of section 35, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $154.94. Deed issued Dec. 6, 1893, to Wm. G. Lanigan. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,197.

Issued Dec. 30, 1886, to A. N. Towne, for the southwest quarter of section 35, township 5 south, range 7 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $130.02. Deed issued Nov. 14, 1892, to Wm. G. Lanigan. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 11,264.

Issued March 9, 1893, to Nelson A. Miles, for the west half of the southeast quarter, and the west half of section 29, township 5 south, range 8 east, S. B. M., 400 acres. Agreed purchase price, $2,000.00. Purchase price paid, $2,000.00; interest paid, $———. Deed issued March 14, 1893, to Nelson A. Miles. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 400 acres of land described above.

Contract No. 6,215.

Issued Jan. 4, 1887, to John F. Foster, for the northeast quarter of section 31, township 5 south, range 8 east,

S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $163.32. Deed issued April 24, 1894, to J. F. Foster. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 5,877.

Issued Aug. 26, 1886, to Harry Durbrow, for the west half of section 31, township 5 south, range 8 east, S. B. M., 320.48 acres. Agreed purchase price, $801.20. Purchase price paid, $801.20; interest paid, $134.58. Deed issued May 31, 1892, to Harriet Durbrow. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 320.48 acres of land described above.

Contract No. 9,764.

Issued July 5, 1888, to C. A. Hooper, for all of section 7, township 6 south, range 1 east, S. B. M., 640.32 acres. Agreed purchase price, $1,920.96. Purchase price paid, $1,920.96; interest paid, $658.26. Deed issued Feb. 6, 1895, to Ida. G. Hooper. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 640.32 acres of land described above.

Contract No. 5,412.

Issued March 4, 1886, to H. M. Johnston and Chas. Thomas, for all of section 3, northeast quarter of section 5, all of section 7, 9, 15 and 23, west half of the southwest quarter of section 11, west half of section 25, and the northeast quarter of section 35, township 6 south, range 3 east, S. B. M., 3,924 acres. Agreed purchase

price, $9,810.00. Purchase price paid, $9,810.00; interest paid, $396.76. Deed issued Oct. 28, 1891, to H. M. Johnston and Chas. Thomas, for all but section 7. Present owner of contract, H. M. Johnston and Chas. Thomas for section 7. Patent No. 12. Issued Jan. 29, 1891, for 2,644 acres of land described above. Also patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 9,861.

Issued Aug. 20, 1888, to H. M. Johnston, for all of section 1, township 6 south, range 3 east, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $149.60. Deed issued ———, to ———. Present owner of contract, H. M. Johnston. Patent No. ——. Issued ———, for ——— acres of land described above.

Contract No. 6,198.

Issued Dec. 30, 1886, to A. N. Towne, for all of section 5, township 6 south, range 8 east, S. B. M., 643.58 acres. Agreed purchase price, $1,608.95. Purchase price paid, $1,608.95; interest paid, $92.37. Quitclaim deed issued Jan. 12, 1888, to A. N. Towne, I. L. Requa. Present owner of contract, ———. Patent No. 18. Issued Oct. 7, 1891, for 643.58 acres of land described above.

Contract No. 6,199.

Issued Dec. 30, 1886, to A. N. Towne, for all of section 7, township 6 south, range 8 east, S. B. M., 616.44 acres. Agreed purchase price, $1,541.10. Purchase price paid, $1,541.10; interest paid, $88.45. Quitclaim deed issued

Jan. 12, 1888, to A. N. Towne and I. L. Requa. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 616.44 acres of land described above.

Contract No. 6,200.

Issued Dec. 30, 1886, to A. N. Towne, for all of section 9, township 6 south, range 8 east, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $91.82. Quitclaim deed issued Jan. 12, 1888, to A. N. Towne and I. L. Requa. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 6,201.

Issued Dec. 30, 1886, to A. N. Towne, for all of section 17, township 6 south, range 8 east, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $91.82. Quitclaim deed issued Jan. 12, 1888, to A. N. Towne and I. L. Requa. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 6,202.

Issued Dec. 30, 1886, to A. N. Towne, for all of section 21, township 6 south, range 8 east, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $91.82. Quitclaim deed issued Jan. 12, 1888, to A. N. Towne and I. L. Requa. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 7,861.

Issued July 25, 1887, to Mrs. Clara T. Clark, for the southeast quarter of section 27, township 6 south, range 8 east, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $6.25. Deed issued Sept. 24, 1894, to Mrs. Clara Taylor Clark. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 9,978.

Issued Nov. 22, 1888, to Quitman Reed, for the north half, southwest quarter, southwest quarter of the southeast quarter of section 1, township 7 south, range 1 east, S. B. M., 520.16 acres Agreed purchase price, $780.24. Purchase price paid, $156.05; interest paid, $349.52. Deed issued ————, to ————. Present owner of contract, Quitman Reed. Patent No. 23. Issued Nov. 5, 1892, for 480.15 acres of land described above.

Contract No. 4,819.

Issued Sept. 10, 1885, to Andrew Bladen, for lots 3, 6, 7 and 8 of section 7, township 7 south, range 1 east, S. B. M., 174.41 acres. Deed issued Sept. 28, 1885, to Andrew Bladen. Present owner of contract, ————. Patent No. ——. Issued ————, for ——— acres of land described above.

Contract No. 9,979.

Issued Nov. 22, 1888, to Quitman Reed, for all of section 17, township 7 south, range 1 east, S. B. M., 640 acres. Agreed purchase price, $3,200.00. Purchase price paid,

$640.00; interest paid, $1,433.60. Deed issued ————, to ————. Present owner of contract, Quitman Reed. Patent No. 23. Issued Nov. 5, 1892, for 640 acres of land described above.

Contract No. 11,108.

Issued March 12, 1892, to Richard Derby, for the northeast quarter of section 19, township 7 south, range 1 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $22.40. Deed issued ————, to ————. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 11,109.

Issued March 12, 1892, to Richard Derby, for the northwest quarter of section 19, township 7 south, range 1 east, S. B. M., 164.48 acres. Agreed purchase price, $411.20. Purchase price paid, $411.20; interest paid, $89.22. Deed issued Jan. 29, 1896, to Richard Derby. Present owner of contract, ————. Patent No. 23, Issued Nov. 5, 1892, for 164.48 acres of land described above.

Contract No. 11,110.

Issued March 12, 1892, to Richard Derby, for the southeast quarter of section 19, township 7 south, range 1 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $22.40. Deed issued ————, to ————. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 11,111.

Issued March 12, 1892, to Richard Derby, for the southwest quarter of section 19, township 7 south, range 1 east, S. B. M., 165.44 acres. Agreed purchase price, $413.60. Purchase price paid, $82.72; interest paid, $23.16. Deed issued ————, to ————. Present owner of contract, Richard Derby. Patent No. 23. Issued Nov. 5, 1892, for 165.44 acres of land described above.

Contract No. 6,305.

Issued Feb. 4, 1887, to United States of America, for all of section 23, township 7 south, range 2 east, S. B. M., 640 acres. Agreed purchase price, $1.00. Purchase price paid, $1.00; interest paid, $———. Deed issued Feb. 4, 1887, to United States of America. Present owner of contract, ————. Patent No. ——. Issued ———, for ———acres of land described above.

Contract No. 10,215.

Issued Nov. 21, 1889, to Jesse Parks and Frances E. Parks, for the northeast quarter of the southwest quarter, west half of the southwest quarter, and the southeast quarter, and north half of section 29, township 7 south, range 2 east, S. B. M., 600 acres. Agreed purchase price, $3,000.00. Purchase price paid, $3,000.00; interest paid, $127.75. Deed issued ————, to ————. Present owner of contract, Jesse Parks and Frances E. Parks. Patent No. 23. Issued Nov. 5, 1892, for 560 acres of land described above.

Contract No. 10,216.

Issued Nov. 21, 1889, to Isaac Parks, for all of section 31, township 7 south, range 2 east, S. B. M., 654.92 acres. Agreed purchase price, $1,637.30. Purchase price paid, $1,637.30; interest paid, $82.61. Deed issued Oct. 12, 1893, to Isaac Parks, Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 654.92 acres of land described above.

Contract No. 10,183.

Issued Oct. 14, 1889, to James Hamilton, for the northwest quarter of section 13, township 7 south, range 3 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $67.90. Deed issued Aug. 21, 1893, to James Hamilton. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 10,184.

Issued Oct. 14, 1889, to James Hamilton, for the southeast quarter of section 13, township 7 south, range 3 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $67.90. Deed issued Aug. 21, 1893, to James Hamilton. Present owner of contract, ————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 10,185.

Issued Oct. 14, 1889, to James Hamilton, for the southwest quarter of section 13, township 7 south, range 3 east, S. B. M., 160 acres. Agreed purchase price, $400.00. Pur-

chase price paid, $400.00; interest paid, $67.90. Deed issued Aug. 21, 1893, to James Hamilton. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 160 acres of land described above.

Contract No. 8,061.

Issued Aug. 20, 1887, to Arthur A. Smith, for the northeast quarter of section 1, township 7 south, range 8 east, S. B. M., 160.12 acres. Agreed purchase price, $800.60. Purchase price paid, $800.60; interest paid, $224.15. Deed issued Aug. 22, 1892, to Arthur A. Smith. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160.12 acres of land described above.

Contract No. 8,062.

Issued Aug. 20, 1887, to Arthur A. Smith, for the northwast quarter of section 1, township 7 south, range 8 east, S. B. M., 160.36 acres. Agreed purchase price, $801.80. Purchase price paid, $801.80; interest paid, $224.50. Deed issued Aug. 22, 1892, to Arthur A. Smith. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160.36 acres of land described above.

Contract No. 8,063.

Issued Aug. 20, 1887, to Arthur A. Smith, for the southeast quarter of section 1, township 7 south, range 8 east, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $224.00. Deed issued Aug. 22, 1892, to Arthur A. Smith. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 8,064.

Issued Aug. 20, 1887, to Arthur A. Smith, for the southwest quarter of section 1, township 7 south, range 8 east, S B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $224.00. Deed issued Aug. 22, 1892, to Arthur A. Smith. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 10,795.

Issued Aug. 7, 1891, to Joel B. Reed, for the east half of section 9, township 8 south, range 1 east, S. B. M., 320 acres. Agreed purchase price, $800.00. Purchase price paid, $160.00; interest paid, $89.60. Deed issued ———— ————, to ————. Present owner of contract, Joel B. Reed. Patent No. 23. Issued Nov. 5, 1892, for 320 acres of land described above.

Contract No. 4,629.

Issued May 20, 1885, to New Liverpool Salt Company, for all of section 11, township 8 south, range 1 east, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $448.00. Deed issued ————, to ————. Present owner of contract, New Liverpool Salt Company. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 785.

Issued Feb. 17, 1879, to Walter C. Childs, for the south half of section 19, township 16 south, range 22 east, S. B. M., 320.40 acres. Agreed purchase price, $961.20.

Purchase price paid, $961.20; interest paid, $394.50. Deed issued ————————, to ————————. Present owner of contract, Walter C. Childs. Patent No. ———. Issued ——— ———, for ——— acres of land described above.

Contract No. 11,322.

Issued Dec. 8, 1893, to Colorado River Irrigation Company, for all of such lands as are bounded on the south by the International line, separating California from Mexico, on the north by the Railroad Station at Indio, on the east and west by the east and west branches of the Canals of the Colorado River Irrigation Company. Acres, 500,000, more or less. Agreed purchase price, $1,250,000, more or less. Purchase price paid, $———; interest paid, $———. Deed issued ————————, to ————————. Present owner of contract, Colorado River Irrigation Company. Patent No. 18. Issued Oct. 7, 1891, for 1,520.95 acres of land described above. Patent No. 27. Issued Nov. 28, 1894, for 3,842.58 acres of land described above.

[Endorsed]: Filed July 23, 1896. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the January term, A. D. 1896, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Monday, the third day of August, in the year of our Lord, one thousand eight hundred and ninety-six. Present: The Honorable OLIN WELLBORN, District Judge.

UNITED STATES
vs.
SOUTHERN PACIFIC RAILROAD CO. et al.
} Consolidated Nos. 587, 675, and 662.

Order Dismissing Bill of Complaint as to Certain Lands.

On this third day of August, A. D. 1896, at a term of said court and in open court, on motion of Joseph H. Call, Esq., special assistant United States attorney, it is hereby ordered that the bill of complaint in the above-entitled suit be, and the same is hereby dismissed without prejudice as to the following described lands, to wit:

Those lands embraced and sued for in the case of United States v. Southern Pacific Railroad Company, No. 600, on the docket of this Court and being those lands within the thirty mile limits of the located route of the Atlantic & Pacific Railroad Company, as shown by the maps filed by said company in the interior department, and copies of which are on file in said case, No. 600, and

a part of this record of this Court; also, as to those lands embraced within the three reservations for the Mission Indians and the reservation for the Yuma Indians, established by proclamations and orders of the President of the United States and secretary of the interior.

I, Wm. M. Van Dyke, clerk of the Circuit Court of the United States, for the Southern District of California, do hereby certify the foregoing to be a full, true and correct copy of an original order, made and entered by said Court, August 3, 1896, in the cause entitled United States vs. Southern Pacific Railroad Co. et al., consolidated Nos. 587, 675 and 662, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court, this twenty-fourth day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 675 consolidated. United States Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order dismissing bill of complaint as to certain lands. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the January term, A. D. 1896, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Monday, the third day of August, in the year of our Lord, one thousand eight hundred and ninety-six. Present: The Honorable OLIN WELLBORN, District Judge.

UNITED STATES OF AMERICA,
Complainants.
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Defendants.
} Consolidated Nos. 587, 675, and 662.

Order Substituting Homer S. King, Trustee, as Party Defendant.

Now comes Joseph H. Call, Esq., special assistant United States attorney, of counsel for complainants in said cause, and suggests to the Court the death of Gerrit L. Lansing, one of the defendants in said cause, whereupon, on motion of said Joseph H. Call, Esq., of counsel as aforesaid, it is ordered that Homer S. King, trustee, be and hereby is substituted as party defendant in the place and stead of Gerrit L. Lansing, trustee, deceased.

I, Wm. M. Van Dyke, clerk of the Circuit Court of the United States, for the Southern District of California, do hereby certify the foregoing to be a full, true and cor-

rect copy of an original order, made and entered by said Court, August 3d, 1896, in the cause entitled United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, consolidated Nos. 587, 675, and 662, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court, this twenty-fourth day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 675 consolidated. United States Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order substituting Homer S. King, trustee, as party defendant. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the August term, A. D. 1896, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Monday, the thirty-first day of August, in the year of our Lord, one thousand eight hundred and ninety-six. Present: The Honorable ERSKINE M. ROSS, Circuit Judge.

THE UNITED STATES OF AMERICA,
Complainants,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Defendants.
} Consolidated No. 675.

Order that Answer of Other Defendants be Treated as Answer of Homer S. King, Trustee.

Joseph H. Call, Esq., special assistant United States attorney, present for the complainants. William Singer, Jr., Esq., present for the defendants. On motion of Wm. Singer, Jr., Esq., of counsel as aforesaid, and by consent of Joseph H. Call, Esq., of counsel as aforesaid, it is ordered that the answer of the other defendants on file herein be considered and treated as the answer of Homer S. King, trustee, the same as if he had been named as a defendant thereto.

I, Wm. M. Van Dyke, clerk of the Circuit Court of the United States, for the Southern District of California, do hereby certify the foregoing to be a full, true and correct copy of an original order, made and entered by said Court, August 31, 1896, in the cause, entitled The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 675, consolidated, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court, this twenty-fourth day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 675 Consolidated. United States Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order that answer of other defendants be treated as the answer of Homer S. King, trustee. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

In the United States Circuit Court, Southern District of California, Ninth Circuit.

UNITED STATES OF AMERICA, Complainants, vs. SOUTHERN PACIFIC RAILROAD COMPANY and Others, Defendants.	Consolidated Nos. 675, 587, and 662.

Replication of the United States to the Answer of Defendants.

This replicant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this replicant without this, that any other matter or thing whatsoever in the said answer contained, material, or effectual in the law to be replied unto, confessed, and avoided, traversed or denied, is true; all which matters and things this replicant is, and will be, ready to aver and prove as this Honorable Court shall direct, and humbly prays, as in and by his said bill he hath already prayed.

JOSEPH H. CALL,

Special Asst. U. S. Atty. and of Counsel for Complainant.

[Endorsed]: No. 675. In the United States Circuit Court, Southern District of California. United States of America, Complainant, vs. Southern Pacific Railroad Co. et al., Defendants. Due service hereof admitted by copy, this , 189 , solicitor for said defendant. Filed September 7, 1896. Wm. M. Van Dyke, Clerk. Joseph H. Call, Special Asst. U. S. Atty.

At a stated term, to wit, the January term, A. D. 1897, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Monday, the twenty-eighth day of June, in the year of our Lord, one thousand eight hundred and ninety-seven. Present, The Honorable ERSKINE M. ROSS, Circuit Judge; the Honorable OLIN WELLBORN, District Judge.

THE UNITED STATES OF AMERICA, Complainants,

vs.

THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and HOMER S. KING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY, Defendants.

Nos. 675, 587 and 662 consolidated.

Order Dismissing Bill of Complaint as to Certain Lands.

Upon motion of Mr. Joseph H. Call, special assistant United States attorney, it is ordered that the bill of com-

plaint in said consolidated suit be, and the same is hereby, dismissed, without prejudice as to those lands heretofore withdrawn for or embraced within any Indian or military reservation.

I, Wm. M. Van Dyke, clerk of the Circuit Court of the United States for the Southern District of California, do hereby certify the foregoing to be a full, true, and correct copy of an original order made and entered by said Court, June 28, 1897, in the cause entitled The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, Nos. 675, 587, and 662, consolidated, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court, this twenty-fourth day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 675. United States Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order dismissing bill of complaint as to certain lands. Filed August 24, 1899. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the August term, A. D. 1897, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles on Friday, the seventh day of January, in the year of our Lord, one thousand eight hundred and ninety-eight. Present: The Honorable ERSKINE M. ROSS, Circuit Judge.

THE UNITED STATES OF AMERICA, Complainants, vs. THE SOUTHERN PACIFIC RAILROAD COMPANY et al., Defendants.	No. 675. (Nos. 587, 675, and 662 consolidated.)

Order Dismissing Bill of Complaint as to Certain Lands.

At a stated term of the United States Circuit Court for the Southern District of California, in open court, on this seventh day of January, 1898, on motion of Joseph H. Call, Esq., special assistant United States attorney, and of counsel for complainants, it is hereby ordered that the bill of complaint in the above-entitled cause be, and the same is hereby, dismissed, without prejudice, as to the lands hereinafter described, without in any way affecting the status of said suit and the right of the United States to prosecute the same as to the remainder of said lands described in the said bill of complaint; the lands so dismissed being described as follows, to wit:

The south half of the southwest quarter of section 5; the north half of section 9; the southwest quarter of section 11; all of section 19; the northeast quarter of section 35; township 1 north, range 1 east.

All of section 13, township 1 north, range 1 west.

All of fractional section 7; the south half of section 9; all of sections 13, 15, 21, and 23; the north half of section 25; the north half of section 27, township 1 north, range 1 east.

All of section 17, township 1 north, range 1 east.

The southeast quarter and the east half of the southwest quarter of section 11; the north half of the northeast quarter, and the south half north of the west quarter of the southwest quarter of section 13, township 2 north, range 1 east.

The south half of the southeast quarter of section 7, township 2 north, range 2 east.

The south half of the northeast quarter and the north half of the northwest quarter and the northeast quarter of the southwest quarter and the south half of the southwest quarter and the southeast quarter of section 13, township 2 north, range 1 east.

The south half of the northeast quarter and the southwest quarter of section 13, township 2 north, range 1 west.

The southeast quarter of the northwest quarter and the south half of the southwest quarter of section 15, and south half of the northeast quarter and east half of the northwest quarter, and the southwest quarter of the northwest quarter, and the north half of the southwest

quarter, and the southwest quarter of the southwest quarter of section 17, township 2 north, range 1 east.

Fractional north half of section 19, township 2 north, range 1 east.

The southwest quarter of the northwest quarter and the south half of the southeast quarter and the north half of the southwest quarter of section 15, township 2 north, range 1 east.

The north half of the northeast quarter and the southeast quarter of the southwest quarter and the southeast quarter of section 17, township 2 north, range 1 east.

The northwest quarter of the northwest quarter of section 17, township 2 north, range 1 east.

The northwest quarter of the southwest quarter of section 19, township 2 north, range 1 east.

The northeast quarter of section 21, township 2 north, range 1 east.

The northwest quarter of section 21, township 2 north, range 1 east.

The southeast quarter of section 21, township 2 north, range 1 east.

The southwest quarter of section 21, township 2 north, range 1 east.

The north half of section 5, township 1 north, range 2 west.

The north half of the southwest quarter and the north half of the southeast quarter and the southwest quarter of the southeast quarter of section 31, township 2 north, range 2 west.

The north half of the northeast quarter and the northwest quarter of section 9, township 1 north, range 2 west.

The southeast quarter of section 19, township 1 north, range 3 west.

Lots one, two, and three of the southwest quarter of section 19, township 1 north, range 3 west.

The southwest quarter of section 27, township 1 north, range 3 west.

The north half of the northeast quarter of section 29, township 1 north, range 3 west.

The southeast quarter of the northeast quarter, the east half of the southeast quarter of section 29, township 1 north, range 3 west.

The southwest quarter of the northeast quarter and the south half of the northwest quarter of section 29, township 1 north, range 3 west.

The north half of the northwest quarter of section 29, township 1 north, range 3 west.

The northwest quarter of the southeast quarter, and the north half of the southwest quarter of section 29, township 1 north, range 3 west.

The southwest quarter of the southeast quarter and the south half of the southwest quarter of section 29, township 1 north, range 3 west.

The northwest quarter of the northeast quarter and the east half of the northeast quarter of section 33, township 1 north, range 3 west.

The southwest quarter of the northeast quarter of section 33, township 1 north, range 3 west.

The northeast quarter of the northwest quarter of section 33, township 1 north, range 3 west.

The southeast quarter of the northwest quarter and the west half of the southeast quarter, and the east half

of the southwest quarter of section 33, township 1 north, range 3 west.

The west half of the northwest quarter and the northwest quarter of the southwest quarter of section 33, township 1 north, range 3 west.

The east half of the southeast quarter of section 33, township 1 north, range 3 west.

The southwest quarter of the southwest quarter of section 33, township 1 north, range 3 west.

The northeast quarter of section 35, township 1 north, range 3 west.

The northwest quarter and the south half of section 35, township 1 north, range 3 west.

The northeast quarter of the northeast quarter and the west half of the northeast quarter and the west half of the southeast quarter and the west half of section 11, township 1 north, range 4 west.

The southwest quarter of section 13, township 1 north, range 4 west.

The northwest quarter of section 27, township 1 north, range 5 west.

Lots 2 and 3 of the northeast quarter of section 27, township 1 north, range 5 west.

Fractional southeast quarter of section 27, township 1 north, range 5 west.

The southwest quarter of section 27, township 1 north, range 5 west.

The northwest quarter and the north half of the southwest quarter of section 35, township 1 north, range 5 west.

The south half of the southwest quarter of section 35, township 1 north, range 5 west.

The west half of the southwest quarter of section 9, township 1 north, range 6 west.

The west half of section 11, township 1 north, range 6 west.

The south half of the southeast quarter of section 13, township 1 north, range 6 west.

The north half of the southeast quarter of section 13, township 1 north, range 6 west.

The southwest quarter of section 13, township 1 north, range 6 west.

The northeast quarter of section 15, township 1 north, range 6 west.

The northwest quarter of section 15, and the southwest quarter of the northeast quarter and the east half of the northwest quarter and the northwest quarter of the southeast quarter and the west half of the northwest quarter of section 27, township 1 north, range 6 west.

The west half of the southeast quarter of section 15, township 1 north, range 6 west.

The east half of the southeast quarter of section 15, township 1 north, range 6 west.

The east half of the southwest quarter of section 15, township 1 north, range 6 west.

The west half of the southwest quarter of section 15, township 1 north, range 6 west.

The east half of the northeast quarter of section 17, township 1 north, range 6 west.

The east half of the northeast quarter and the west half of the southeast quarter of section 23, township 1 north, range 6 west.

The east half of the southeast quarter of section 23, and the west half of the southeast quarter and the south half of the southwest quarter of section 31, township 1 north, range 6 west.

The southwest quarter of the northeast quarter and the southeast quarter of the northwest quarter and the southwest quarter of section 23, township 1 north, range 6 west.

The west half of the northwest quarter of section 23, township 1 north, range 6 west.

The northeast quarter of the northeast quarter and the south half of the northeast quarter and the northwest quarter of the northwest quarter and the south half of the northwest quarter and the south half of section 25, township 1 north, range 6 west.

The northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of section 25, township 1 north, range 6 west.

The northwest quarter of the northeast quarter of section 27, township 1 north, range 6 west.

The east half of the northeast quarter of section 27, township 1 north, range 6 west.

The east half of the southeast quarter of section 27, township 1 north, range 6 west.

The southwest quarter of the southeast quarter of section 27, township 1 north, range 6 west.

The east half of the southwest quarter of section 27, township 1 north, range 6 west.

The west half of the southwest quarter of section 27, township 1 north, range 6 west.

The west half of section 29, township 1 north, range 6 west.

The east half of the southeast quarter of section 29, township 1 north, range 6 west.

The west half of the southeast quarter of section 29, township 1 north, range 6 west.

The east half of the northeast quarter of section 31, township 1 north, range 6 west.

The west half of the northeast quarter and the north half of the southwest quarter of section 31, township 1 north, range 6 west.

The fractional northwest quarter of section 31, township 1 north, range 6 west.

The southeast quarter of the southeast quarter of section 31, township 1 north, range 6 west.

The northeast quarter of the southeast quarter of section 31, township 1 north, range 6 west.

The northeast quarter of section 35, township 1 north, range 6 west.

The southeast quarter of section 35, township 1 north, range 6 west.

The northwest quarter of section 35, township 1 north, range 6 west.

The southwest quarter of section 35, township 1 north, range 6 west.

Lots 1 and 2 of section 21, township 1 north, range 7 west.

Lots 3 and 4 of section 21, township 1 north, range 7 west.

The east half of the northeast quarter and the east half of the southeast quarter, and lots 1, 2, 3, and 4 of section 27, township 1 north, range 7 west.

The northwest quarter of the northeast quarter and the east half of the northeast quarter and the southeast quarter of the southeast quarter, and lots 1, 2, 3, and 4 of section 35, township 1 north, range 7 west.

The north half of the northeast quarter and the northeast quarter of the northwest quarter of section 13, township 2 north, range 1 west.

The southeast quarter of the northeast quarter and the south half of section 23, township 2 north, range 1 west.

The east half of section 19, township 2 north, range 2 west.

The west half of section 19, township 2 north, range 2 west.

All of section 21, township 2 north, range 2 west.

All of section 23, township 2 north, range 2 west.

All of section 27, township 2 north, range 2 west.

The northeast quarter of section 29, township 2 north, range 2 west.

The south half of the southeast quarter of section 29, township 2 north, range 2 west.

The southwest quarter of section 29, township 2 north, range 2 west.

All of section 35, township 2 north, range 2 west.

The south half of section 19, township 1 south, range 1 west.

The northwest quarter and the north half of the southwest quarter of section 29, township 1 south, range 1 west.

The northeast quarter of the southeast quarter of section 29, township 1 south, range 1 west.

The north half of the northeast quarter and the southwest quarter of the northeast quarter of section 7, township 1 south, range 2 west.

The southeast quarter of the northeast quarter and the east half of the southeast quarter of section 7, township 1 south, range 2 west.

The west half of the southeast quarter of section 7, township 1 south, range 2 west.

The east half of the southwest quarter of section 7, township 1 south, range 2 west.

The west half of the southwest quarter of section 7, township 1 south, range 2 west.

The northwest quarter of section 7, township 1 south, range 2 west.

The west half of the northwest quarter and the southeast quarter of section 9, township 1 south, range 2 west.

The east half of section 13, township 1 south, range 2 west.

The north half of the northwest quarter of section 13, township 1 south, range 2 west.

The south half of the northwest quarter of section 13, township 1 south, range 2 west.

The north half of the southwest quarter of section 13, township 1 south, range 2 west.

The south half of the southwest quarter of section 13, township 1 south, range 2 west.

The north half and the southeast quarter of section 15, township 1 south, range 2 west.

The southwest quarter of section 15, township 1 south, range 2 west.

The east half of the northeast quarter and the southwest quarter of the northeast quarter and the southeast quarter of section 17, township 1 south, range 2 west.

The northwest quarter of the northeast quarter of section 17, township 1 south, range 2 west.

The north half of the northwest quarter of section 17, township 1 south, range 2 west.

The south half of the northwest quarter of section 17, township 1 south, range 2 west.

The southwest quarter of section 17, township 1 south, range 2 west.

The northeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of section 19, township 1 south, range 2 west.

The south half of the northeast quarter and the northwest quarter of the southeast quarter and the north half of lots 1 and 2 of section 19, township 1 south, range 2 west.

The south half of lot 2 of section 19, township 1 south, range 2 west.

The northwest quarter of the northeast quarter and the southeast quarter of the northwest quarter of section 19, township 1 south, range 2 west.

The northeast quarter of the northwest quarter and the west half of the northwest quarter of section 19, township 1 south, range 2 west.

The southeast quarter of the southeast quarter of section 19, township 1 south, range 2 west.

The southwest quarter of the southeast quarter and the southeast quarter of the southwest quarter of section 19, township 1 south, range 2 west.

The north half of the northeast quarter of section 21, township 1 south, range 2 west.

The north half of the northwest quarter of section 21, township 1 south, range 2 west.

The southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of section 21, township 1 south, range 2 west.

The east half of the southeast quarter of section 21, township 1 south, range 2 west.

The west half of the southeast quarter of section 21, township 1 south, range 2 west.

The southwest quarter of the southwest quarter of section 21, and the northwest quarter of the southeast quarter of section 29, township 1 south, range 2 west.

The southeast quarter of the northeast quarter and the east half of the southeast quarter and the southwest quarter of the southeast quarter of section 29, and the southeast quarter of the southwest quarter of section 21, township 1 south, range 2 west.

The east half of the northeast quarter of section 23, township 1 south, range 2 west.

The west half of the northeast quarter of section 23, township 1 south, range 2 west.

The east half of the northwest quarter of section 23, township 1 south, range 2 west.

The west half of the northwest quarter of section 23, township 1 south, range 2 west.

The west half of the southeast quarter of section 23, township 1 south, range 2 west.

The east half of the southwest quarter of section 23, township 1 south, range 2 west.

The west half of the southwest quarter of section 23, township 1 south, range 2 west.

The northeast quarter of section 25, township 1 south, range 2 west.

The east half of the southwest quarter and the southeast quarter of section 25, township 1 south, range 2 west.

The southwest quarter of the northeast quarter of section 29 and the southwest quarter of section 31, township 1 south, range 2 west.

The northwest quarter of section 31, township 1 south, range 2 west.

The northeast quarter of section 33, township 1 south, range 2 west.

The northwest quarter and the south half of section 33, township 1 south, range 2 west.

The northeast quarter of section 35, township 1 south, range 2 west.

The northwest quarter of section 35, township 1 south, range 2 west.

The southwest quarter of section 35, township 1 south, range 2 west.

The northeast quarter of section 1, township 1 south, range 3 west.

The east half of the northwest quarter of section 1, township 1 south, range 3 west.

The west half of the northwest quarter of section 1, township 1 south, range 3 west.

The northwest quarter of the southeast quarter and the south half of the southeast quarter and the south half of the southwest quarter of section 1, township 1 south, range 3 west.

The northeast quarter of the southeast quarter of section 1, township 1 south, range 3 west.

The north half of the southwest quarter of section 1, township 1 south, range 3 west.

The southeast quarter of the northeast quarter of section 3, township 1 south, range 3 west.

The northeast quarter of the northeast quarter of section 3, township 1 south, range 3 *east*.

The southwest quarter of the northwest quarter of section 3, township 1 south, range 3 west.

The northeast quarter of the northwest quarter of section 3, township 1 south, range 3 west.

The northwest quarter of the northwest quarter of section 3, township 1 south, range 3 west.

The east half of the northeast quarter of section 5, township 1 south, range 3 west.

The north half of the southeast quarter of section 5, township 1 south, range 3 west.

The south half of the southeast quarter of section 5, township 1 south, range 3 west.

The north half of the northeast quarter and the north half of the northwest quarter of section 9, township 1 south, range 3 west.

The south half of the northeast quarter and the south half of the northwest quarter and the south half of section 9, township 1 south, range 3 west.

The northwest quarter of section 11, township 1 south, range 3 west.

The southwest quarter of section 11, township 1 south, range 3 west.

The north half of the northeast quarter and the north half of the northwest quarter of section 13, township 1 north, range 3 west.

The south half of the northeast quarter and the south half of the northwest quarter of section 13, township 1 south, range 3 west.

The south half of the southeast quarter and the south half of the southwest quarter of section 13, township 1 south, range 3 west.

The north half of the southeast quarter of section 13, township 1 south, range 3 west.

The north half of the southwest quarter of section 13, township 1 south, range 3 west.

The south half of the southeast quarter of section 15, township 1 south, range 3 west.

The south half of the southwest quarter of section 15, township 1 south, range 3 west.

The south half of section 23, township 1 south, range 3 west.

The south half of the northwest quarter of section 23, township 1 south, range 3 west.

The north half of the northeast quarter of section 23, township 1 south, range 3 west.

The north half of the northwest quarter of section 23, township 1 south, range 3 west.

The north half of section 31, township 1 south, range 3 west.

The southeast quarter of section 31, township 1 south, range 3 west.

The southwest quarter of section 31, township 1 south, range 3 west.

The northeast quarter of section 33, township 1 south, range 3 west.

The southeast quarter of section 33, township 1 south, range 3 west.

The northwest quarter of section 33, township 1 south, range 3 west.

The southwest quarter of section 33, township 1 south, range 3 west.

The northeast quarter and the southwest quarter of section 35, township 1 south, range 3 west.

The northwest quarter of section 35, township 1 south, range 3 west.

The southeast quarter of section 35, township 1 south, range 3 west.

The west half of the northeast quarter and lots 7 and 8 of section 7, township 1 south, range 4 west.

The east half of the northwest quarter of section 7, township 1 south, range 4 west.

The northwest quarter of the southeast quarter and lot 6 of section 7, township 1 south, range 4 west.

The southwest quarter of the southeast quarter and lot 5 of section 7, township 1 south, range 4 west.

The northeast quarter of the southwest quarter of section 7, township 1 south, range 4 west.

The southeast quarter of the southwest quarter of section 7, township 1 south, range 4 west.

The west half of the northwest quarter of section 7, township 1 south, range 4 west.

Lots 3 and 4 in the southwest quarter of section 7, township 1 south, range 4 west.

The northeast quarter of the northwest quarter and the north half of the northeast quarter of section 19, township 1 south, range 4 west.

The southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter and lots 6 and 7 of section 19, township 1 south, range 4 west.

The southeast quarter of the southwest quarter and lots 1, 2, 3, 4, and 5 of section 19, township 1 south, range 4 west.

Lot 1 and the south half of the northeast quarter, and the southeast quarter of the northwest quarter and the southeast quarter of section 33, township 1 south, range 4 west.

The southwest quarter of section 33, township 1 south, range 4 west.

The fractional northeast quarter of section 35, township 1 south, range 4 west.

The fractional northwest quarter of section 35, township 1 south, range 4 west.

The fractional south half of section 35, township 1 south, range 4 west.

Lots 5, 6, and 7 of section 25, township 1 south, range 5 west.

Lots 8, 9, and 12 of section 25, township 1 south, range 5 west.

Lots 3 and 4 of the southwest quarter of section 25, township 1 south, range 5 west.

The fractional northwest quarter of section 31, township 1 south, range 5 west.

The north half of the northeast quarter of section 31, township 1 south, range 5 west.

The south half of the northeast quarter of section 31, township 1 south, range 5 west.

Lots 1 and 2 of the northeast quarter of section 33, township 1 south, range 5 west.

Lot 3 of section 33, township 1 south, range 5 west.

The southeast quarter of the northeast quarter and lots 4 and 5 of section 33, township 1 south, range 5 west.

The south half of the northwest quarter of section 33, township 1 south, range 5 west.

The north half of the northwest quarter of section 33, township 1 south, range 5 west.

The northwest quarter of the southeast quarter and lots 6 and 7 of section 33, township 1 south, range 5 west.

The north half of the southwest quarter of section 33, township 1 south, range 5 west.

The southwest quarter of the southwest quarter and lot 8 of section 33, township 1 south, range 5 west.

Lots 1 and 2 of section 35, township 1 south, range 5 west.

Lot 3 of section 35, township 1 south, range 5 west.

The fractional northeast quarter of section 5, township 1 south, range 6 west.

The east half of section 7 and the west half of the northwest quarter and the west half of the southwest quarter of section 17 and the northwest quarter and the east half of section 19, township 1 south, range 6 west.

The northwest quarter of section 9, township 1 south, range 6 west.

The fractional southwest quarter of section 19, township 1 south, range 6 west.

The northwest quarter of section 29, township 1 south, range 6 west.

The southwest quarter of the northwest quarter and the west half of the southwest quarter of section 31, township 1 south, range 6 west.

The northwest quarter of section 35, township 1 south, range 6 west.

The northeast quarter of section 35, township 1 south, range 6 west.

The southeast quarter of section 35, township 1 south, range 6 west.

The southwest quarter of section 35, township 1 south, range 6 west.

The southwest quarter of the southeast quarter of section 8, township 1 south, range 7 west.

The north half of section 21, township 1 south, range 7 west.

The south half of section 21 and the northwest quarter of section 27 and the north half, and the north half of the southeast quarter, and the northeast quarter of the southwest quarter, lots 2, 3, and 4 of section 29, township 1 south, range 7 west.

The northwest quarter of the northwest quarter of section 23, township 1 south. range 7 west.

The southwest quarter of section 27, township 1 south, range 7 west.

The northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter, and lot 1 of the northwest quarter of section 33, township 1 south, range 7 west.

The northeast quarter of the northeast quarter and the southeast quarter of the northwest quarter of section 33, township 1 south, range 7 west.

The north half of the southeast quarter and the south half of the northeast quarter of section 33, township 1 south, range 7 west.

The south half of the southeast quarter and the east half of the southwest quarter of section 33, township 1 south, range 7 west.

Lots 2, 3, and 4 of section 33, township 1 south, range 7 west.

The northeast quarter and the north half of the northwest quarter and the southeast quarter of the northwest quarter of section 1, township 2 south, range 1 west.

The southwest quarter of the northwest quarter of section 1, township 2 south, range 1 west.

The south half of section 1, township 2 south, range 1 west.

The southwest quarter of the southeast quarter of section 5, township 2 south, range 1 west.

The northeast quarter of the northeast quarter of section 7, township 2 south, range 1 west.

The east half of the southeast quarter of section 7, and the northwest quarter of section 17, township 2 south, range 1 west.

The north half of the northwest quarter of section 9, township 2 south, range 1 west.

The southeast quarter of section 9, township 2 south, range 1 west.

The southeast quarter of the southwest quarter of section 9, township 2 south, range 1 west.

The west half of the southwest quarter of section 9, township 2 south, range 1 west.

All of fractional section 11, township 2 south, range 1 west.

The fractional northeast quarter of section 13, township 2 south, range 1 west.

The northwest quarter of section 13, township 2 south, range 1 west.

The southeast quarter of section 13, township 2 south, range 1 west.

The fractional southwest quarter of section 13, township 2 south, range 1 west.

The southeast quarter of the northeast quarter and the west half of the northeast quarter of section 15, township 2 south, range 1 west.

The northeast quarter of the northeast quarter and the northwest quarter of the northwest quarter of section 15, township 2 south, range 1 west.

The northeast quarter of the northwest quarter and the south half of the northwest quarter of section 15, township 2 south, range 1 west.

The southeast quarter of section 15, township 2 south, range 1 west.

The southwest quarter of section 15, township 2 south, range 1 west.

The northeast quarter of section 21, township 2 south, range 1 west.

The southeast quarter of section 21, township 2 south, range 1 west.

The southwest quarter of section 21, township 2 south, range 1 west.

The northeast quarter of section 23, township 2 south, range 1 west.

The southeast quarter of section 23, township 2 south, range 1 west.

The east half of the northwest quarter of section 23, township 2 south, range 1 west.

The southwest quarter of the northwest quarter of section 23, township 2 south, range 1 west.

The south half of the southwest quarter of section 23, township 2 south, range 1 west.

The west half of the northwest quarter of section 25, township 2 south, range 1 west.

The east half of the northwest quarter of section 25, township 2 south, range 1 west.

The east half of section 25, township 2 south, range 1 west.

The southwest quarter of section 27, township 2 south, range 1 west.

The south half of the northeast quarter and the south half of section 29, and the northwest quarter of section 33, township 2 south, range 1 west.

The northeast quarter of section 31, township 2 south, range 1 west.

The southeast quarter and the west half of section 31, township 2 south, range 1 west.

The northeast quarter of section 33, township 2 south, range 1 west.

The southeast quarter of section 33, township 2 south, range 1 west.

The southwest quarter of section 33, township 2 south, range 1 west.

All of section 35, township 2 south, range 1 west.

The northeast quarter of section 7, township 2 south, range 2 west.

The northwest quarter of section 7, township 2 south, range 2 west.

Lots 4, 5, 6, 7 and 8 of section 7, township 2 south, range 2 west.

The northwest quarter of section 15, township 2 south, range 2 west.

The south half of the northeast quarter of section 15, township 2 south, range 2 west.

Lots 1, 2, 7 and 8 of section 17, township 2 south, range 2 west.

Lots 3 and 4 of section 17, township 2 south, range 2 west.

Lots 5 and 6, section 7, township 2 south, range 2 west.

The southeast quarter of section 17, township 2 south, range 2 west.

The southwest quarter of section 17, township 2 south, range 2 west.

The northwest quarter of the southeast quarter of section 19, township 2 south, range 2 west.

The southeast quarter of the northwest quarter of section 19, township 2 south, range 2 west.

The southwest quarter of the northwest quarter of section 19, township 2 south, range 2 west.

The northwest quarter of the northwest quarter of section 19, township 2 south, range 2 west.

The northeast quarter of the southwest quarter of section 19, township 2 south, range 2 west.

The northeast quarter of section 23, township 2 south, range 2 west.

The north half of the northeast quarter of section 29, township 2 south, range 2 west.

The northeast quarter of section 1, township 2 south, range 3 west.

The northwest quarter of section 1, township 2 south, range 3 west.

The southeast quarter of section 1, township 2 south, range 3 west.

The southwest quarter of section 1, township 2 south, range 3 west.

The north half of the northeast quarter of section 3, township 2 south, range 3 west.

The south half of the northeast quarter of section 3, township 2 south, range 3 west.

The north half of the northwest quarter of section 3, township 2 south, range 3 west.

The south half of the northwest quarter of section 3, township 2 south, range 3 west.

The southeast quarter of section 3, township 2 south, range 3 west.

The east half of the southwest quarter of section 3, township 2 south, range 3 west.

The northeast quarter of section 5, township 2 south, range 3 west.

The northwest quarter and the south half of section 5, township 2 south, range 3 west.

All of section 7, township 2 south, range 3 west.

The northeast quarter of section 9, township 2 south, range 3 west.

The northwest quarter of section 9, township 2 south, range 3 west.

The south half of section 9, township 2 south, range 3 west.

The northeast quarter of section 11, township 2 south, range 3 west.

The northwest quarter of section 11, township 2 south, range 3 west.

The southeast quarter of section 11, township 2 south, range 3 west.

Lots 1 and 2 of section 13, township 2 south, range 3 west.

Lots 5 and 6 of section 13, township 2 south, range 3 west.

Lots 7 and 8 of section 13, township 2 south, range 3 west.

Lots 9, 10, 15 and 16 of section 13, township 2 south, range 3 west.

Lots 11, 12, 13 and 14 of section 13, township 2 south, range 3 west.

All of section 15, township 2 south, range 3 west.

All of section 17, township 2 south, range 3 west.

All of section 21, township 2 south, range 3 west.

The northeast quarter of section 25, township 2 south, range 3 west.

The northwest quarter of section 25, township 2 south, range 3 west.

The southeast quarter of section 25, township 2 south, range 3 west.

The southwest quarter of section 25, township 2 south, range 3 west.

All of section 27, township 2 south, range 3 west.

The southwest quarter of section 29, township 2 south, range 3 west.

The northeast quarter of section 31, township 2 south, range 3 west.

The northwest quarter of section 31, township 2 south, range 3 west.

The southeast quarter of section 31, township 2 south, range 3 west.

The southwest quarter of section 31, township 2 south, range 3 west.

The north half and the southeast quarter of section 33, township 2 south, range 3 west.

The southwest quarter of section 33, township 2 south, range 3 west.

The northeast quarter of section 35, township 2 south, range 3 west.

The northwest quarter of section 35, township 2 south, range 3 west.

The southeast quarter of section 35, township 2 south, range 3 west.

The southwest quarter of section 35, township 2 south, range 3 west.

All of section 1, township 2 south, range 4 west.

The northeast quarter of the southeast quarter and the northeast quarter of section 3, township 2 south, range 4 west.

The northwest quarter of section 3, township 2 south, range 4 west.

The northeast quarter of section 5, township 2 south, range 4 west.

The northwest quarter of section 5, township 2 south, range 4 west.

The southeast quarter of section 5, township 2 south, range 4 west.

The southwest quarter of section 5, township 2 south, range 4 west.

The northeast quarter of section 7, township 2 south, range 4 west.

The southeast quarter of section 7, township 2 south, range 4 west.

The fractional west half of section 7, township 2 south, range 4 west.

The east half of the southwest quarter and the east half of section 9, township 2 south, range 4 west.

The northwest quarter of the northwest quarter of section 9, township 2 south, range 4 west.

The southwest quarter of the northwest quarter of section 9, township 2 south, range 4 west.

The northeast quarter of the northwest quarter of section 9, township 2 south, range 4 west.

The southeast quarter of the northwest quarter of section 9, township 2 south, range 4 west.

The southwest quarter of the southwest quarter of section 9, township 2 south, range 4 west.

The northwest quarter of the southwest quarter of section 9, township 2 south, range 4 west.

All of section 11, township 2 south, range 4 west.

The south half of the northeast quarter of section 17, township 2 south, range 4 west.

The north half of the northeast quarter of section 17, township 2 south, range 4 west.

The southeast quarter of the northwest quarter of section 17, township 2 south, range 4 west.

The north half of the northwest quarter and the south half of the northwest quarter of section 17, township 2 south, range 4 west.

The south half of the southwest quarter and the southeast quarter of section 17, township 2 south, range 4 west.

The north half of the southwest quarter of section 17, township 2 south, range 4 west.

The northeast quarter of section 19, township 2 south, range 4 west.

The northwest quarter of section 19, township 2 south, range 4 west.

The southwest quarter of section 19, township 2 south, range 4 west.

The south half of the northeast quarter of section 21, township 2 south, range 4 west.

The north half of the northeast quarter of section 21, township 2 south, range 4 west.

The southeast quarter of the northwest quarter of section 21, township 2 south, range 4 west.

The north half of the northwest quarter and the southwest quarter of the northwest quarter of section 21, township 2 south, range 4 west.

The southeast quarter of section 21, township 2 south, range 4 west.

The north half of the southwest quarter of section 21, township 2 south, range 4 west.

The south half of the southwest quarter of section 21, township 2 south, range 4 west.

All of section 23, township 2 south, range 4 west.

All of section 25, township 2 south, range 4 west.

The east half of the northwest quarter, the northeast quarter and the south half of section 29; the south half of the northeast quarter and the south half of section 31; the northwest quarter of the northeast quarter, the east half of the northeast quarter and the southwest quarter of section 33, township 2 south, range 4 west.

The northwest quarter of the northwest quarter of section 29, township 2 south, range 4 west.

The southwest quarter of the northwest quarter of section 29, township 2 south, range 4 west.

The north half of the northeast quarter of section 31, township 2 south, range 4 west.

The south half of the northwest quarter of section 31, township 2 south, range 4 west.

The north half of the northwest quarter of section 31, township 2 south, range 4 west.

The southwest quarter of the northeast quarter, the northwest quarter and the southeast quarter of section 33, township 2 south, range 4 west.

The northeast quarter of section 35, township 2 south, range 4 west.

The northwest quarter and the south half of section 35, township 2 south, range 4 west.

The southwest quarter of the southeast quarter and lot 4 of section 13, township 2 south, range 5 west.

The east half of the southeast quarter of section 13, township 2 south, range 5 west.

Lot 5 of section 13, township 2 south, range 5 west.

Lots 1 and 2 of section 23, township 2 south, range 5 west.

The northeast quarter of the northwest quarter of section 25, township 2 south, range 5 west.

The northwest quarter of the northwest quarter of section 25, township 2 south, range 5 west.

The south half of the northwest quarter, the northeast quarter and the south half of section 25, township 2 south, range 5 west.

Lot 1 of section 27, township 2 south, range 5 west.

Lots 1 and 2 of section 29, township 2 south, range 5 west.

Lots 3 and 4 of section 29, township 2 south, range 5 west.

Lots 1 and 2 of section 31, township 2 south, range 5 west.

Lots 3 and 4 of section 31, township 2 south, range 5 west.

The northeast quarter of the northeast quarter of section 33, township 2 south, range 5 west.

The southeast quarter of the northeast quarter of section 33, township 2 south, range 5 west.

The west half of the northwest quarter of section 33, township 2 south, range 5 west.

The northeast quarter of the southeast quarter of section 33, township 2 south, range 5 west.

The south half of the southeast quarter of section 33, township 2 south, range 5 west.

The northwest quarter of the southeast quarter of section 33, township 2 south, range 5 west.

The northeast quarter of the southwest quarter of section 33, township 2 south, range 5 west.

The southeast quarter of the southwest quarter of section 33, township 2 south, range 5 west.

The southwest quarter of the southwest quarter of section 33, township 2 south, range 5 west.

The northwest quarter of the southwest quarter of section 33, township 2 south, range 5 west.

The northeast quarter of the northeast quarter, the south half of the northeast quarter, the northwest quarter of the southeast quarter of section 35, township 2 south, range 5 west.

The northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of section 35, township 2 south, range 5 west.

The southeast quarter of the northwest quarter, and lot 1, and the northeast quarter of the southwest quarter of section 35, township 2 south, range 5 west.

The southwest quarter of the northwest quarter of section 35, township 2 south, range 5 west.

The southwest quarter of the southeast quarter of section 35, township 2 south, range 5 west.

The east half of the southeast quarter of section 35, township 2 south, range 5 west.

The northwest quarter of the southwest quarter of section 35, township 2 south, range 5 west.

The southwest quarter of the southwest quarter of section 35, township 2 south, range 5 west.

The southeast quarter of the southwest quarter of section 35, township 2 south, range 5 west.

The northeast quarter of section 1, township 2 south, range 6 west.

The northwest quarter of section 1, township 2 south, range 6 west.

The northwest quarter of section 3, township 2 south, range 6 west.

The northeast quarter of section 3, township 2 south, range 6 west.

The south half of section 3, township 2 south, range 6 west.

All of section 5, township 2 south, range 6 west.

The northeast quarter of section 7, township 2 south, range 6 west.

The southeast quarter of section 7, township 2 south, range 6 west.

The west half of section 7, township 2 south, range 6 west.

The northeast quarter and the north half of the southeast quarter of section 9, township 2 south, range 6 west.

The northwest quarter and the north half of the southwest quarter of section 9, township 2 south, range 6 west.

The south half of the southeast quarter and the south half of the southwest quarter of section 9, township 2 south, range 6 west.

The northwest quarter of the northeast quarter and lots 1 and 2 of section 11, township 2 south, range 6 west.

The northwest quarter, and lots 3 and 4 of section 17, township 2 south, range 6 west.

The fractional northeast quarter of section 17, township 2 south, range 6 west.

Lot 1 of section 19, township 2 south, range 6 west.

The east half of section 1, township 2 south, range 7 west.

The northwest quarter of section 1, township 2 south, range 7 west.

The southwest quarter of section 1, township 2 south, range 7 west.

All of fractional section 3, township 2 south, range 7 west.

All of section 11, township 2 south, range 7 west.

The northeast quarter of section 13, township 2 south, range 7 west.

The east half of the northwest quarter of section 13, township 2 south, range 7 west.

The west half of the northwest quarter of section 13, township 2 south, range 7 west.

The northwest quarter of the southeast quarter, the northeast quarter of the southwest quarter, the west half of the southwest quarter, and lots 1, 2 and 3 of section 13, township 2 south, range 7 west.

The west half of the northeast quarter of section 15, township 2 south, range 7 west.

The southwest quarter of the southeast quarter, and lots 3 and 4 of section 15, township 2 south, range 7 west.

Lots 1 and 2 of section 5, township 2 south, range 7 west.

Lot 3 of section 23, township 2 south, range 7 west.

Lot 4 of section 23, township 2 south, range 7 west.

The northwest quarter of the northeast quarter of section 23, township 2 south, range 7 west.

The northeast quarter of the northwest quarter of section 23, township 2 south, range 7 west.

Lot 1 of section 23, township 2 south, range 7 west.

Lot 2 of section 23, township 2 south, range 7 west.

Lot 1 of section 27, township 2 south, range 7 west.

Lots 2 and 3 of section 27, township 2 south, range 7 west.

All of section 1, township 3 south, range 1 west.

All of section 3, and the northeast quarter of section 9, township 3 south, range 1 west.

The northwest quarter of section 5, township 3 south, range 1 west.

The northeast quarter of section 5, township 3 south, range 1 west.

The south half of section 5; the northwest quarter of section 9; the northwest quarter of section 15, township 3 south, range 1 west.

The northeast quarter of section 7; and the west half of the northeast quarter of section 15, township 3 south, range 1 west.

The northwest quarter of section 7, township 3 south, range 1 west.

The southeast quarter of section 9, township 3 south, range 1 west.

Lots 1, 2, 3 and 4 of section 9, township 3 south, range 1 west.

The north half of section 11, township 3 south, range 1 west.

The south half of section 11, township 3 south, range 1 west.

The north half of section 13, township 3 south, range 1 west.

The southeast quarter of section 13, township 3 south, range 1 west.

The southwest quarter of section 13, township 3 south, range 1 west.

The southwest quarter of section 15, township 3 south, range 1 west.

All of section 19, township 3 south, range 1 west.

The west half of the northeast quarter, and the east half of the northwest quarter of section 31, township 3 south, range 1 west.

The east half of the northeast quarter, the northwest quarter of the southeast quarter, the east half of the southeast quarter, and lots 1, 2, 3, 4, 5 and 6 of section 31, township 3 south, range 1 west.

The northeast quarter and the south half of section 33, township 3 south, range 1 west.

The northwest quarter of section 33, township 3 south, range 1 west.

The southwest quarter of the northeast quarter, and lots 1 and 2 of section 7, township 3 south, range 2 west.

The northwest quarter of the northeast quarter and lot 7 of section 7, township 3 south, range 2 west.

The north half of the northwest quarter of section 7, township 3 south, range 2 west.

The south half of the northwest quarter of section 7, township 3 south, range 2 west.

The north half of the southeast quarter, and lots 5 and 6 of section 7, township 3 south, range 2 west.

The north half of the southwest quarter, and lots 3 and 4 of section 7, township 3 south, range 2 west.

All of section 15, township 3 south, range 2 west.

Lot 1 of section 21, township 3 south, range 2 west.

All of section 23, township 3 south, range 2 west.

All of section 25, township 3 south, range 2 west.

The northwest quarter of section 3, township 3 south, range 3 west.

The south half of section 3, township 3 south, range 3 west.

The northwest quarter of section 11, township 3 south, range 2 west.

The northeast quarter and the northeast quarter of the northwest quarter of section 9, township 3 south, range 4 west.

The east half of section 19, township 3 south, range 4 west.

The northwest quarter of section 19, township 3 south, range 4 west.

The southwest quarter of section 19, township 3 south, range 4 west.

The south half of section 29, township 3 south, range 4 west.

All of section 31, township 3 south, range 4 west.

The northeast quarter of section 33, township 3 south, range 4 west.

The northwest quarter of section 33, township 3 south, range 4 west.

The southeast quarter of section 33, township 3 south, range 4 west.

The southwest quarter of section 33, township 3 south, range 4 west.

The northeast quarter of section 1, township 3 south, range 5 west.

The northwest quarter of section 1, township 3 south, range 5 west.

The west half of the southeast quarter of section 1, township 3 south, range 5 west.

The east half of the southeast quarter of section 1, township 3 south, range 5 west.

The southwest quarter of section 1, township 3 south, range 5 west.

All of section 13, township 3 south, range 5 west.

The south half of the southeast quarter of section 15, township 3 south, range 5 west.

The south half of the southwest quarter of section 15, township 3 south, range 5 west.

The east half of section 21, township 3 south, range 5 west.

The northeast quarter of section 23, township 3 south, range 5 west.

The northwest quarter of section 23, township 3 south, range 5 west.

The southeast quarter of section 23, township 3 south, range 5 west.

The southwest quarter of section 23, township 3 south, range 5 west.

The northeast quarter of section 25, township 3 south, range 5 west.

The northwest quarter of section 25, township 3 south, range 5 west.

The southwest quarter of section 25, township 3 south, range 5 west.

The southeast quarter of section 25, township 3 south, range 5 west.

The north half, the north half of the southeast quarter, the north half of the southwest quarter of section 27, township 3 south, range 5 west.

Lot 1 of section 5, township 3 south, range 7 west.

The fractional southwest quarter of section 7, township 3 south, range 7 west.

Lots 7 and 8 of section 19, township 3 south, range 7 west.

Lots 1 and 2 of section 29, township 3 south, range 5 west.

The fractional north half of section 21, township 4 south, range 2 west.

The fractional south half of section 21, township 4 south, range 2 west.

The fractional northeast quarter of section 25, township 4 south, range 2 west.

The northeast quarter of section 27, township 4 south, range 2 west.

The northwest quarter of section 27, township 4 south, range 2 west.

The southwest quarter of section 27, township 4 south, range 2 west.

All of fractional section 29, township 4 south, range 2 west.

All of fractional section 33, township 4 south, range 2 west.

Lots 1 and 2 of section 7, township 4 south, range 3 west.

The fractional northwest quarter of section 7, township 4 south, range 3 west.

The northwest quarter of the southeast quarter and lot 3 of section 7, township 4 south, range 3 west.

The south half of the southeast quarter, and the south half of the southwest quarter of section 7, township 4 south, range 3 west.

The north half of the southwest quarter of section 7, township 4 south, range 3 west.

The fractional northwest quarter of section 17, township 4 south, range 3 west.

The fractional southeast quarter of section 17, township 4 south, range 3 west.

The southwest quarter of section 17, township 4 south, range 3 west.

The northeast quarter of section 19, township 4 south, range 3 west.

The southeast quarter of section 19, township 4 south, range 3 west.

The northwest quarter of section 19, township 4 south, range 3 west.

The southwest quarter of section 19, township 4 south, range 3 west.

Lots 1, 2 and 3 of section 21, township 4 south, range 3 west.

The northeast quarter of the northeast quarter of section 25, township 4 south, range 3 west.

The northwest quarter of the northeast quarter of section 25, township 4 south, range 3 west.

The southeast quarter of the northeast quarter of section 25, township 4 south, range 3 west.

The southwest quarter of the northeast quarter of section 25, township 4 south, range 3 west.

The southeast quarter of the northwest quarter, and lots 1 and 2 of section 25, township 4 south, range 3 west.

The southwest quarter of section 35, township 4 south, range 3 west.

The northeast quarter of section 29, township 4 south, range 3 west.

The north half of the northwest quarter of section 29, township 4 south, range 3 west.

The south half of the northwest quarter of section 29, township 4 south, range 3 west.

The north half of the southeast quarter of section 29, township 4 south, range 3 west.

The south half of the southeast quarter of section 29, township 4 south, range 3 west.

The southwest quarter of section 29, township 4 south, range 3 west.

The northeast quarter of section 31, township 4 south, range 3 west.

The northwest quarter of section 31, township 4 south, range 3 west.

The southeast quarter of section 31, township 4 south, range 3 west.

The southwest quarter of section 31, township 4 south, range 3 west.

The northeast quarter and the southwest quarter of section 33, township 4 south, range 3 west.

The northwest quarter of section 33, township 4 south, range 3 west.

The southeast quarter of section 33, township 4 south, range 3 west.

The northeast quarter of section 35, township 4 south, range 3 west.

The northwest quarter of section 35, township 4 south, range 3 west.

The southeast quarter of section 35, township 4 south, range 3 west.

The southwest quarter of section 35, township 4 south, range 3 west.

The northeast quarter of section 1, township 4 south, range 4 west.

The northwest quarter of section 1, township 4 south, range 4 west.

The southeast quarter of section 1, township 4 south, range 4 west.

The north half of the southwest quarter of section 1, township 4 south, range 4 west.

The south half of the southwest quarter of section 1, township 4 south, range 4 west.

The south half of the northeast quarter of section 9, township 4 south, range 4 west.

The northwest quarter of section 9, township 4 south, range 4 west.

The southeast quarter of section 9, township 4 south, range 4 west.

The northwest quarter of section 11, township 4 south, range 4 west.

The northeast quarter of section 11, township 4 south, range 4 west.

The southeast quarter of section 11, township 4 south, range 4 west.

The southwest quarter of section 11, township 4 south, range 4 west.

The north half of section 13, township 4 south, range 4 west.

The southeast quarter of section 13, township 4 south, range 4 west.

The north half of the southwest quarter of section 13, township 4 south, range 4 west.

The south half of the southwest quarter of section 13, township 4 south, range 4 west.

The northwest quarter of section 15 township 4 south, range 4 west.

The southwest quarter of section 15, township 4 south, range 4 west.

All of section 21, township 4 south, range 4 west.

All of section 25, township 4 south, range 4 west.

All of section 27, township 4 south, range 4 west.

The south half of the northeast quarter and the south half of the northwest quarter of section 33, township 4 south, range 4 west.

The south half of section 33, township 4 south, range 4 west.

The northeast quarter of section 35, township 4 south, range 4 west.

The northwest quarter of section 35, township 4 south, range 4 west.

The southwest quarter of section 35, township 4 south, range 4 west.

The fractional east half of the southwest quarter and the fractional southeast quarter of section 5, township 4 south, range 6 west.

Lots 4 and 5 of section 5, township 4 south, range 6 west.

The fractional southwest quarter of section 9, township 4 south, range 6 west.

Lots 1, 2, 3 and 4 of section 17, township 4 south, range 6 west.

The south half of the northeast quarter, the south half of the northwest quarter and the south half of section 17, township 4 south, range 6 west.

Lots 1, 2, 7 and 8 of section 21, township 4 south, range 6 west.

Lot 9 of section 21, township 4 south, range 6 west.

Lot 12 of section 21, and fractional northwest quarter of section 27, township 4 south, range 6 west.

The fractional northeast quarter of section 27, township 4 south, range 6 west.

The fractional southeast quarter of section 27, township 4 south, range 6 west.

The southwest quarter of section 27, township 4 south, range 6 west.

The east half of the northeast quarter of section 33, township 4 south, range 6 west.

The southeast quarter of the southeast quarter of section 33, township 4 south, range 6 west, and lot 4 of section 3, township 5 south, range 6 west.

The west half of the northeast quarter of section 33, township 4 south, range 6 west.

The northeast quarter of the southeast quarter, and the west half of the southeast quarter of section 33, township 4 south, range 6 west.

The northeast quarter of section 35, township 4 south, range 6 west.

The north half of the northwest quarter of section 35, township 4 south, range 6 west.

The southeast quarter and the east half of the southwest quarter of section 35, township 4 south, range 6 west.

The northeast quarter of section 23, township 5 south, range 1 west.

The fractional south half of scetion 23, township 5 south, range 1 west.

All of section 25, township 5 south, range 1 west.

The northeast quarter and lots 1 and 2 of section 27, township 5 south, range 1 west.

The southeast quarter of section 31, township 5 south, range 1 west.

The southwest quarter of section 31, township 5 south, range 1 west.

Lots 1 and 2 of section 33, township 5 south, range 1 west.

The northeast quarter of section 35, township 5 south, range 1 west.

The northwest quarter of the northeast quarter, the south half of the northeast quarter, the north half of the

southeast quarter of section 1, township 5 south, range 2 west.

The south half of the southeast quarter of section 1, township 5 south, range 2 west.

The northeast quarter of the northeast quarter of section 1, township 5 south, range 2 west.

The east half of the northwest quarter, and the east half of the southwest quarter of section 1, township 5 south, range 2 west.

The northeast quarter of section 3, township 5 south, range 2 west.

The west half of section 3, township 5 south, range 2 west.

All of section 7, township 5 south, range 2 west.

The northeast quarter of the southwest quarter, the east half of the northwest quarter, and the northeast quarter of section 11, township 5 south, range 2 west.

The southeast quarter of the southwest quarter, and the southeast quarter of section 11, township 5 south, range 2 west.

The southwest quarter of the southwest quarter of section 11, township 5 south, range 2 west.

The northeast quarter of section 15, township 5 south, range 2 west.

The south half of the northwest quarter, the northeast quarter of the southwest quarter, and the northwest quarter of the southeast quarter of section 15, township 5 south, range 2 west.

The north half of the northwest quarter of section 15, township 5 south, range 2 west.

The east half of the southeast quarter of section 15, township 5 south, range 2 west.

The northwest quarter of the southwest quarter, and the southwest quarter of the southeast quarter of section 15, township 5 south, range 2 west.

The south half of the southwest quarter of section 15, township 5 south, range 2 west.

The northeast quarter of section 17, township 5 south, range 2 west.

The southwest quarter of section 17, township 5 south, range 2 west.

The southeast quarter of section 19, township 5 south, range 2 west.

The north half of section 19, township 5 south, range 2 west.

The southwest quarter of section 19, township 5 south, range 2 west.

The south half of the southeast quarter of section 21, township 5 south, range 2 west.

The south half of the southwest quarter of section 21, township 5 south, range 2 west.

The north half of the southwest quarter of section 21, township 5 south, range 2 west.

The northeast quarter of section 23, township 5 south, range 2 west.

The southwest quarter of the northwest quarter, and the west half of the southwest quarter of section 23, township 5 south, range 2 west.

The north half of the northwest quarter and the southeast quarter of the northwest quarter of section 23, township 5 south, range 2 west.

The east half of the southeast quarter of section 23, township 5 south, range 2 west.

The northeast quarter of the southwest quarter of section 23, township 5 south, range 2 west.

The west half of the southeast quarter and the southeast quarter of the southwest quarter of section 23, township 5 south, range 2 west.

The northeast quarter of section 25, township 5 south, range 2 west.

The west half of the northwest quarter of section 25, township 5 south, range 2 west.

The southeast quarter, the east half of the northwest quarter, the northeast quarter of the southwest quarter of section 25, township 5 south, range 2 west.

The northwest quarter of the southwest quarter, and the south half of the southwest quarter of section 25, township 5 south, range 2 west.

All of section 29, township 5 south, range 2 west.

The northeast quarter of section 31, township 5 south, range 2 west.

The east half of the northwest quarter of section 31, township 5 south, range 2 west.

The west half of the northwest quarter of section 31, township 5 south, range 2 west.

The northeast quarter of the southwest quarter of section 31, township 5 south, range 2 west.

The west half of the southwest quarter of section 31, township 5 south, range 2 west.

The northeast quarter of section 33, township 5 south, range 2 west.

The northwest quarter of section 33, township 5 south, range 2 west.

The southeast quarter of section 33, township 5 south, range 2 west.

The southwest quarter of section 33, township 5 south, range 2 west.

The east half of the northeast quarter of section 35, township 5 south, range 2 west.

The west half of the northeast quarter of section 35, township 5 south, range 2 west.

The east half of the northwest quarter of section 35, township 5 south, range 2 west.

The west half of the northwest quarter of section 35, township 5 south, range 2 west.

The northeast quarter of section 1, township 5 south, range 3 west.

The northwest quarter of section 1, township 5 south, range 3 west.

The southeast quarter of section 1, township 5 south, range 3 west.

The southwest quarter of section 1, township 5 south, range 3 west.

The northeast quarter of section 3, township 5 south, range 3 west.

The southeast quarter of section 3, township 5 south, range 3 west.

The west half of section 3, township 5 south, range 3 west.

The northeast quarter of section 5, township 5 south, range 3 west.

Lot 1 of the northwest quarter of section 5, township 5 south, range 3 west.

The north half of the northwest quarter of section 5, township 5 south, range 3 west.

The southwest quarter of section 5, township 5 south, range 3 west.

The southeast quarter of section 5, township 5 south, range 3 west.

All of section 7, township 5 south, range 3 west.

The northeast quarter of section 9, township 5 south, range 3 west.

The northwest quarter of section 9, township 5 south, range 3 west.

The southeast quarter of section 9, township 5 south, range 3 west.

The southwest quarter of section 9, township 5 south, range 3 west.

The northeast quarter of section 11, township 5 south, range 3 west.

The northeast quarter of the northwest quarter of section 11, township 5 south, range 3 west.

The northwest quarter of the northwest quarter of section 11, township 5 south, range 3 west.

The southeast quarter of section 11, township 5 south, range 3 west.

The southwest quarter of section 11, township 5 south, range 3 west.

The northwest quarter of section 13, township 5 south, range 3 west.

The southwest quarter of section 13, township 5 south, range 3 west.

The northeast quarter of section 15, township 5 south, range 3 west.

The northwest quarter of section 15, township 5 south, range 3 west.

The south half of section 15, township 5 south, range 3 west.

The northeast quarter of section 17, township 5 south, range 3 west.

The northwest quarter of section 17, township 5 south, range 3 west.

The southeast quarter of section 17, township 5 south, range 3 west.

The southwest quarter of section 17, township 5 south range 3 west.

All of section 19, township 5 south, range 3 west.

The northeast quarter of section 21, township 5 south, range 3 west.

The northwest quarter of section 21, township 5 south, range 3 west.

The south half of section 21, township 5 south, range 3 west.

The northeast quarter of section 23, township 5 south, range 3 west.

The northwest quarter of section 23, township 5 south, range 3 west.

The southeast quarter of section 23, township 5 south, range 3 west.

The southwest quarter of section 23, township 5 south, range 3 west.

The northeast quarter of the northeast quarter of section 25, township 5 south, range 3 west.

The northwest quarter of the northeast quarter of section 25, township 5 south, range 3 west.

The southeast quarter of the northeast quarter of section 25, township 5 south, range 3 west.

The southwest quarter of the northeast quarter of section 25, township 5 south, range 3 west.

The northwest quarter of section 25, township 5 south range 3 west.

The southeast quarter of section 25, township 5 south range 3 west.

The southwest quarter of section 25, township 5 south, range 3 west.

The northeast quarter of section 27, township 5 south, range 3 west.

The southeast quarter of section 27, township 5 south, range 3 west.

The northwest quarter of section 27, township 5 south, range 3 west.

The southwest quarter of section 27, township 5 south, range 3 west.

The north half of section 29, township 5 south, range 3 west.

The south half of section 29, township 5 south, range 3 west.

All of section 31, all of section 33 and all of section 35, township 5 south, range 3 west.

All of section 1, township 5 south, range 4 west.

The north half of section 3, township 5 south, range 4 west.

The south half of section 3, township 5 south, range 4 west.

All of section 5, township 5 south, range 4 west.

All of section 11, township 5 south, range 4 west.

The east half of the northeast quarter, the southwest quarter of the northeast quarter, the northwest quarter and the south half of section 15, township 5 south, range 4 west.

All of section 19, township 5 south, range 4 west.

All of sections 21 and 33, township 5 south, range 4 west.

The southeast quarter of section 25, township 5 south, range 4 west.

The southwest quarter of section 25, township 5 south, range 4 west.

All of section 29, township 5 south, range 4 west.

The west half of the northeast quarter, the northwest quarter of the southeast quarter and lots 1, 2, 3, 4, 5 and 6, section 31, township 5 south, range 4 west, and lots 1, 2 and 3, section 21, township 6 south, range 4 west.

The southwest quarter of the northeast quarter, the north half of the southeast quarter and the southeast quarter of the southeast half of section 7, township 5 south, range 5 west.

The north half of the northwest quarter of section 7, township 5 south, range 5 west.

The south half of the northwest quarter of section 7, township 5 south, range 5 west.

The northeast quarter of the southwest quarter of section 7, township 5 south, range 5 west.

The southwest quarter of the southeast quarter and the south half of the southwest quarter of section 7, township 5 south, range 5 west.

The northwest quarter of the southwest quarter of section 7, township 5 south, range 5 west.

All of sections 15 and 23, and the fractional north half of section 25, township 5 south, range 5 west.

The northeast quarter of section 17, township 5 south, range 5 west.

The southwest quarter of section 17, township 5 south, range 5 west.

The southeast quarter of section 19, township 5 south, range 5 west.

The northeast quarter of section 21, township 5 south, range 5 west.

The northwest quarter and the south half of section 21, township 5 south, range 5 west.

The northeast quarter of section 27, township 5 south, range 5 west.

The northwest quarter of section 27, township 5 south, range 5 west.

The southeast quarter of section 27, township 5 south, range 5 west.

The northwest quarter of the northwest quarter and lots 1, 2 and 3 of section 35, township 5 south, range 5 west.

The northeast quarter of section 1, township 5 south, range 6 west.

The south half of the southeast quarter of section 1, township 5 south, range 6 west.

The north half of the southeast quarter and the northwest quarter of section 1, township 5 south, range 6 west.

The southwest quarter of section 1, township 5 south, range 6 west.

The southeast quarter of the northwest quarter and lot 3, section 3, of township 5 south, range 6 west.

The west half of the northwest quarter and the south half of the southeast quarter of section 3, township 5 south, range 6 west.

The northeast quarter of the southeast quarter of section 3, township 5 south, range 6 west.

The northwest quarter of section 11, township 5 south, range 6 west.

The north half of the southeast quarter of section 11, township 5 south, range 6 west.

The south half of the southeast quarter of section 11, township 5 south, range 6 west.

The southwest quarter of section 11, township 5 south, range 6 west.

The east half of section 7, township 5 south, range 7 west.

The southeast quarter of the southwest quarter and lot 4 of section 7, township 5 south, range 7 west.

All of fractional section 19, township 5 south, range 7 west.

The southwest quarter of section 21, township 5 south, range 7 west.

The north half of the northeast quarter, the northeast quarter of the northwest quarter and lot 1, section 29, township 5 south, range 7 west.

The north half of the southeast quarter, the southeast quarter of the southeast quarter and lots 3 and 4 of section 29, township 5 south, range 7 west.

The northwest quarter of section 33, township 5 south, range 7 west.

The south half of the southeast quarter of section 33, township 5 south, range 7 west.

The southwest quarter of section 33, township 5 south, range 7 west.

All of fractional section 1, township 6 south, range 1 west.

The south half of the northeast quarter and lots one and two, of section 3, township 6 south, range 1 west.

The north half of the southwest quarter, and lots three, four, and five, of section 3, and the fractional northeast quarter of section 5, township 6 south, range 1 west.

The east half of the southeast quarter of section 3, township 6 south, range 1 west.

The west half of the southeast quarter of section 3, township 6 south, range 1 west.

The south half of the southwest quarter of section 3, township 6 south, range 1 west.

The northwest quarter and the west half of the southwest quarter of the northeast quarter of the southwest quarter, and lot 7 of section 5, township 6 south, range 1 west.

The west half of the southeast quarter and the southeast quarter of the southwest quarter, and lot 6 of section 5, township 6 south, range 1 west.

All of section 7, township 6 south, range 1 west.

All of section 9, township 6 south, range 1 west.

All of section 11, township 6 south, range 1 west.

The southwest quarter of the northwest quarter and the north half of the southwest quarter and the southwest quarter of the southwest half of section 13, township 6 south, range 1 west.

The north half of the northwest quarter and the southeast quarter of the northwest quarter and the east half of section 13, township 6 south, range 1 west.

The southeast quarter of the southwest quarter of section 13, township 6 south, range 1 west.

The north half of the northwest quarter and the east half of the southwest quarter and the east half of section 17, and the southwest quarter of the southeast quarter and the west half of section 21, township 6 south, range 1 west.

The south half of the northwest quarter of section 17, and the southeast quarter of section 19, township 6 south, range 1 west.

The west half of the southwest quarter of section 17, and the east half of the northeast quarter of section 19, township 6 south, range 1 west.

The west half and the west half of the northeast quarter of section 19, township 6 south, range 1 west.

The east half of the northeast quarter and the northwest quarter of the northeast quarter of section 21, township 6 south, range 1 west.

The southwest quarter of the northeast quarter and the northwest quarter of southeast quarter and the east half of the southeast quarter of section 21, township 6 south, range 1 west.

All of section 23, township 6 south, range 1 west.

All of section 25, township 6 south, range 1 west.

All of section 27 and the northwest quarter and the northwest quarter of the northeast quarter and the east half of the northeast quarter and the east half of the

southeast quarter, and the west half of the southwest quarter of section 33, township 6 south, range 1 west.

All of section 31, township 6 south, range 1 west.

The southwest quarter of the southeast quarter of section 33, township 6 south, range 1 west.

The east half and the east half of the northwest quarter of section 35, township 6 south, range 1 west.

The west half of the northwest quarter and the southwest quarter of section 35, township 6 south, range 1 west.

The northeast quarter of section 1, township 6 south, range 2 west.

The north half of the southeast quarter of section 1, township 6 south, range 2 west.

The south half of the southeast quarter of section 1, and the southeast quarter of the southeast quarter of section 11, township 6 south, range 2 west.

The northwest quarter of section 1, township 6 south, range 2 west.

The southwest quarter of section 1, township 6 south, range 2 west.

The northeast quarter of section 3, township 6 south, range 2 west.

The northwest quarter of section 3, township 6 south, range 2 west.

The southeast quarter of section 3, township 6 south, range 2 west.

The southwest quarter of section 5, township 6 south, range 2 west.

The northwest quarter of section 5, township 6 south, range 2 west.

The northeast quarter of section 7, township 6 south, range 2 west.

The east half of the northwest quarter of section 7, township 6 south, range 2 west.

The west half of the northwest quarter of section 7, township 6 south, range 2 west.

The north half of the southeast quarter and the north half of the southwest quarter of section 7, township 6 south, range 2 west.

The south half of the southeast quarter and the south half of the southwest quarter of section 7, township 6 south, range 2 west.

The west half of the northeast quarter of section 9, township 6 south, range 2 west.

The northwest quarter of section 9, township 2 south, range 6 west.

The southeast quarter of section 9, township 6 south, range 2 west.

The southwest quarter of section 9, township 6 south, range 2 west.

The north half and the southwest quarter and the northeast quarter of the southeast quarter, and the west half of the southeast quarter of section 11, township 6 south, range 2 west.

All of section 13, township 6 south, range 2 west.

The northeast quarter of section 15, township 6 south, range 2 west.

The north half of section 17, township 6 south, range 2 west.

The southeast quarter of section 17, township 6 south, range 2 west.

The southwest quarter of section 17, township 6 south, range 2 west.

The east half and the northwest quarter and the northeast quarter of the southwest quarter, and lot 3 of section 19, township 6 south, range 2 west.

The northeast quarter of section 21, township 6 south, range 2 west.

The northwest quarter of section 21, township 6 south, range 2 west.

The southeast quarter of section 21, township 6 south, range 2 west.

The southwest quarter of section 31, township 6 south, range 2 west.

All of section 23, township 6 south, range 2 west.

All of section 27, township 6 south, range 2 west.

The northeast quarter of section 29, township 6 south, range 2 west.

The northwest quarter of section 29, township 6 south, range 2 west.

The southeast quarter of section 29, township 6 south, range 2 west.

The southwest quarter of section 29, township 6 south, range 2 west.

The north half of section 31, township 6 south, range 2 west.

The southeast quarter of section 31, township 6 south, range 2 west.

The southwest quarter of section 31, township 6 south, range 2 west.

The north half of section 33, township 6 south, range 2 west.

The southeast quarter of section 33, township 6 south, range 2 west.

The southwest quarter of section 33, township 6 south, range 2 west.

The northeast quarter of section 1, township 6 south, range 3 west.

The west half of section 1, township 6 south, range 3 west.

The southeast quarter of section 1, township 6 south, range 3 west.

All of section 3, township 6 south, range 3 west.

The northwest quarter of section 5, township 6 south, range 3 west.

The northeast quarter and the south half of section 5, township 6 south, range 3 west.

All of section 7, township 6 south, range 3 west.

The northwest quarter of section 9, township 6 south, range 3 west.

The southeast quarter of section 9, township 6 south, range 3 west.

The southwest quarter of section 9, township 6 south, range 3 west.

The northeast quarter of section 9, township 6 south, range 3 west.

The northwest quarter of section 9, township 6 south, range 3 west.

The southeast quarter of section 9, township 6 south, range 3 west.

The southwest quarter of section 9, township 6 south, range 3 west.

The north half of section 11, township 6 south, range 3 west.

The southeast quarter and the north half of the southwest quarter and the southeast quarter of the southwest quarter of section 11, township 6 south, range 3 west.

All of section 13, township 6 south, range 3 west.

The south half of section 15, township 6 south, range 3 west.

The northeast quarter of section 15, township 6 south, range 3 west.

The northwest quarter of section 15, township 6 south, range 3 west.

All of section 17, township 6 south, range 3 west.

All of section 19, township 6 south, range 3 west.

The south half and the northwest quarter of section 21, township 6 south, range 3 west.

The northeast quarter of section 21, township 6 south, range 3 west.

The north half of section 23, township 6 south, range 3 west.

The southeast quarter of section 23, township 6 south, range 3 west.

The southwest quarter of section 23, township 6 south, range 3 west.

The west half of the southeast quarter and the northeast quarter of section 25, township 6 south, range 3 west.

The west half of section 25, township 6 south, range 3 west.

All of section 27, township 6 south, range 3 west.

All of section 29, township 6 south, range 3 west.

All of section 31, township 6 south, range 3 west.

All of fractional section 33, township 6 south, range 3 west.

All of section 35, township 6 south, range 3 west.

All of section 1, township 6 south, range 4 west.

The fractional north half of section 5, township 6 south, range 4 west.

The southeast quarter of section 5, township 6 south, range 4 west.

The fractional southwest quarter of section 5, and lots 1 and 2, section 7, township 6 south, range 4 west.

The northeast quarter and the east half of the northwest quarter and lots 2 and 3, section 9, township 6 south, range 4 west.

The northwest quarter of the northwest quarter and the southwest quarter of the northwest quarter and lot 1 of section 9, township 6 south, range 4 west.

The southeast quarter of section 9, township 6 south, range 4 west.

All of section 11, township 6 south, range 4 west.

The north half of the northwest quarter, and the southeast quarter of the northwest quarter of section 15, township 6 south, range 4 west.

The east half of the southwest quarter and the southwest quarter of the southeast quarter of section 15, township 6 south, range 4 west.

The southwest quarter of the northwest quarter and the west half of the southwest quarter of section 15, township 6 south, range 4 west.

All of fractional section 19, township 6 south, range 4 west.

The west half of the northeast quarter of section 23, township 6 south, range 4 west.

The east quarter of the northeast quarter of section 23, township 6 south, range 4 west.

The east half of the northwest quarter of section 23, township 6 south, range 4 west.

The southeast quarter of section 23, township 6 south, range 4 west.

The east half of the southwest quarter of section 23, township 6 south, range 4 west.

The west half of the southwest quarter of section 23, township 6 south, range 4 west.

All of fractional section 27, township 6 south, range 4 west.

All of fractional section 29, township 6 south, range 4 west.

All of fractional section 33, township 6 south, range 4 west.

Lots 1, 2, and 3 of section 35, township 6 south, range 4 west.

The northeast quarter of section 35, township 6 south, range 4 west.

Lots 5, 6, and 7 of section 35, township 6 south, range 4 west.

The west half of the southwest quarter of section 1, township 6 south, range 7 west.

Lots 1 and 2 of section 9, township 6 south, range 7 west.

The northeast quarter of section 11, township 6 south, range 7 west.

The south half of the northwest quarter and the fraction south half of section 11, township 6 south, range 7 west.

All of section 13, township 6 south, range 7 west.

Lot 1 of section 23, township 6 south, range 7 west.

All of fractional section 7, township 7 south, range 1 west.

All of fractional section 9, township 7 south, range 1 west.

Lot 1, section 13, township 7 south, range 1 west.

Lot 2 of section 13, township 7 south, range 1 west.

Lot 7 of section 13, township 7 south, range 1 west.

Lot 8 of section 13, township 7 south, range 1 west.

Lot 3 of section 13, township 7 south, range 1 west.

Lot 4 of section 13, township 7 south, range 1 west.

Lot 5 of section 13, township 7 south, range 1 west.

Lot 6 of section 13, township 7 south, range 1 west.

Lot 9 of section 13, township 7 south, range 1 west.

Lot 10 of section 13, township 7 south, range 1 west.

Lot 15 of section 13, township 7 south range 1 west.

Lot 16 of section 13, township 7 south, range 1 west.

Lot 11 of section 13, township 7 south, range 1 west.

Lot 12 of section 13, township 7 south, range 1 west.

Lot 13 of section 13, township 7 south, range 1 west.

Lot 14 of section 13, township 7 south, range 1 west.

All of fractional 15, township 7 south, range 1 west.

The south half of the northeast quarter of section 1, township 7 south, range 2 west.

The south half of the northwest quarter of section 1, township 7 south, range 2 west.

The north half of the northeast quarter of section 1, township 7 south, range 2 west.

The south half of section 1, township 7 south, range 2 west.

The north half of the northwest quarter of section 1, township 7 south, range 2 west.

The north half of section 3, township 7 south, range 2 west.

The south half of section 3, township 7 south, range 2 west.

The northeast quarter of section 5, township 7 south, range 2 west.

The northwest quarter of section 5, township 7 south, range 2 west.

The southeast quarter of section 5, township 7 south, range 2 west.

The southwest quarter of section 5, township 7 south, range 2 west.

The northeast quarter of section 7, township 7 south, range 2 west.

The west half of section 7, township 7 south, range 2 west.

The west half of the southeast quarter and the northeast quarter of the southeast quarter of section 7, township 7 south, range 2 west, and all of section 1, township 7 south, range 3 west.

The southeast quarter of the southeast quarter of section 7, township 7 south, range 2 west.

All of section 9, township 7 south, range 2 west.

All of section 11, township 7 south, range 2 west.

All of section 13, township 7 south, range 2 west.

All of section 15, township 7 south, range 2 west.

All of section 17, township 7 south, range 2 west.

The east half of section 19, township 7 south, range 2 west.

The west half of section 19, township 7 south, range 2 west.

The southeast quarter and the north half of section 29, township 7 south, range 2 west.

Fraction in section 33, township 7 south, range 2 west.

All of section 3, township 7 south, range 3 west.

Lot 1 of section 7, township 7 south, range 3 west.

The northwest quarter of section 11, township 7 south, range 3 west.

The northeast quarter of the northeast quarter and lots 1, 2, and 3 of section 5, township 8 south, range 1 west.

The north half of section 1, township 3 south, range 1 east.

The east half of the northwest quarter, and the east half of the southwest quarter of section 3, and the south half of section 15, township 3 south, range 1 east.

Lot 1 of section 5, township 3 south, range 1 east.

Lot 2 of the northeast quarter and lot 2 of the northwest quarter of section 5, township 3 south, range 1 east.

The southeast quarter of the northwest quarter and the east half of the southwest quarter and the southwest quarter of the southwest quarter of section 5, township 3 south, range 1 east.

The southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of section 5, township 3 south, range 1 east.

All of section 7, township 3 south, range 1 east.

The north half of the northeast quarter of section 9, township 3 south, range 1 east.

The north half of the northwest quarter of section 9, township 3 south, range 1 east.

The south half of the northeast quarter and the south half of the northwest quarter and the north half of the southeast quarter and the north half of the southwest quarter of section 9, township 3 south, range 1 east.

The south half of the southeast quarter and the south half of the southwest quarter of section 9, township 3 south, range 1 east.

The west half of the northwest quarter of section 15, township 3 south, range 1 east.

The east half of the northwest quarter of section 15, township 3 south, range 1 east.

The east half of the northeast quarter of section 15, township 3 south, range 1 east.

The southwest quarter of the northeast quarter of section 15, township 3 south, range 1 east.

The northwest quarter of the northeast quarter of section 15, township 3 south, range 1 east.

The north half of the southeast quarter of section 17, township 3 south, range 1 east.

The southwest quarter of section 17, township 3 south, range 1 east.

The northeast quarter of section 19, township 3 south, range 1 east.

The northwest quarter of section 21, township 3 south, range 1 east.

The east half of the southeast quarter of section 5, township 3 south, range 2 east.

The west half of the southeast quarter of section 5, township 3 south, range 2 east.

The east half of the southwest quarter of section 5, township 3 south, range 2 east.

The west half of the southwest quarter of section 5, township 3 south, range 2 east.

The north half of the northeast quarter of section 7, township 3 south, range 2 east.

The south half of the northeast quarter of section 7, township 3 south, range 2 east.

The north half of the southeast quarter of section 7, township 3 south, range 2 east.

The south half of the southeast quarter of section 7, township 3 south, range 2 east.

The north half of the northeast quarter of section 15, township 3 south, range 2 east.

The south half of the northeast quarter of section 15, township 3 south, range 2 east.

The north half of the northwest quarter of section 15, township 3 south, range 2 east.

The south half of the northwest quarter of section 15, township 3 south, range 2 east.

The north half of the southeast quarter of section 15, township 3 south, range 2 east.

The south half of the southeast quarter of section 15, township 3 south, range 2 east.

The north half of the southwest quarter of section 15, township 3 south, range 2 east.

The south half of the southwest quarter of section 15, township 3 south, range 2 east.

The northeast quarter of section 17, township 3 south, range 2 east.

The northwest quarter of section 17, township 3 south, range 2 east.

The southeast quarter of section 17, township 3 south, range 2 east.

The southwest quarter of section 17, township 3 south, range 2 east.

The north half of the northwest quarter of section 21, township 3 south, range 2 east.

The northwest quarter of section 23, township 3 south, range 2 east.

All of section 19, township 4 south, range 2 east.

All of section 23, township 4 south, range 2 east.

All of section 35, township 4 south, range 2 east.

The northeast quarter of the southeast quarter of section 3, township 4 south, range 4 east.

The northwest quarter of the southeast quarter of section 3, township 4 south, range 4 east.

The southeast quarter of the southeast quarter of section 3, township 4 south, range 4 east.

The southwest quarter of the southeast quarter of section 3, township 4 south, range 4 east.

The north half of the northwest quarter and the southeast quarter of the northwest quarter and the northeast quarter of the southeast quarter and the northeast quarter of section 11, township 4 south, range 4 east.

The southwest quarter of the northwest quarter of section 11, township 4 south, range 4 east.

The southeast quarter of the southeast quarter of section 11, township 4 south, range 4 east.

The northwest quarter of the southeast quarter of section 11, township 4 south, range 4 east.

The southwest quarter of the southeast quarter of section 11, township 4 south, range 4 east.

The northwest quarter of the southwest quarter of section 11, township 4 south, range 4 east.

The southwest quarter of the southwest quarter of section 11, township 4 south, range 4 east.

The northeast quarter of the southwest quarter of section 11, township 4 south, range 4 east.

The southeast quarter of the southwest quarter of section 11, township 4 south, range 4 east.

The northeast quarter of section 13, township 4 south, range 4 east.

The northwest quarter of section 13, township 4 south, range 4 east.

The southeast quarter of section 13, township 4 south, range 4 east.

The southwest quarter of section 13, township 4 south, range 4 east.

The northeast quarter of section 15, township 4 south, range 4 east.

The southeast quarter of section 15, township 4 south, range 4 east.

The northeast quarter of section 23, township 4 south, range 4 east.

The northwest quarter of section 23, township 4 south, range 4 east.

The southeast quarter of section 23, township 4 south, range 4 east.

The southwest quarter of section 23, township 4 south, range 4 east.

The north half of the northeast quarter of section 25, township 4 south, range 4 east.

The northwest quarter of section 25, township 4 south, range 4 east.

The southwest quarter of section 25, township 4 south, range 4 east.

All of section 35, township 4 south, range 4 east.

The northeast quarter of section 19, township 4 south, range 5 east.

The northwest quarter of section 19, township 4 south, range 5 east.

The southeast quarter of section 19, township 4 south, range 5 east.

The southwest quarter of section 19, township 4 south, range 5 east.

The northeast quarter of section 29, township 4 south, range 5 east.

The northwest quarter of section 29, township 4 south, range 5 east.

The southeast quarter of section 29, township 4 south, range 5 east.

The southwest quarter of section 29, township 4 south, range 5 east.

The northeast quarter of the northeast quarter of section 33, township 4 south, range 5 east.

The northwest quarter of the northeast quarter of section 33, township 4 south, range 5 east.

The southeast quarter of the northeast quarter of section 33, township 4 south, range 5 east.

The southwest quarter of the northeast quarter of section 33, township 4 south, range 5 east.

The northeast quarter of the northwest quarter of section 33, township 4 south, range 5 east.

The southeast quarter of the northwest quarter of section 33, township 4 south, range 5 east.

The northwest quarter of section 13, township 5 south, range 1 east.

The east half of section 13, township 5 south, range 1 east.

The northeast quarter of the northeast quarter of section 15, township 5 south, range 1 east.

The south half of section 15, township 5 south, range 1 east.

All of section 19, township 5 south, range 1 east.

The west half of the southwest quarter of the southwest quarter of section 21, township 5 south, range 1 east.

All of section 27, township 5 south, range 1 east.

The east half of section 1, township 5 south, range 2 east.

The southwest quarter of section 1, township 5 south, range 2 east.

The northwest quarter of section 1, township 5 south, range 2 east.

The north half of section 11, township 5 south, range 2 east.

The northeast quarter and the south half of section 13, township 5 south, range 2 east.

All of section 17, township 5 south, range 2 east.

The northeast quarter of section 19, township 5 south, range 2 east.

All of section 25, township 5 south, range 2 east.

All of section 5, township 5 south, range 2 east.

The southeast quarter of section 7, township 5 south, range 3 east.

The southwest quarter of section 7, township 5 south, range 3 east.

The southwest quarter of section 15; all of section 19; the west half of section 27; all of sections 29, 31, and 33, township 5 south, range 3 east.

All of section 21, township 5 south, range 3 east.

The northeast quarter of section 9, township 5 south, range 7 east.

The southwest quarter of section 13, township 5 south, range 7 east.

The northeast quarter of section 15, township 5 south, range 7 east.

The northwest quarter of section 15, township 5 south, range 7 east.

The southeast quarter of section 15, township 5 south, range 7 east.

The southwest quarter of section 15, township 5 south, range 7 east.

The northeast quarter of section 23, township 5 south, range 7 east.

The southeast quarter of section 23, township 5 south, range 7 east.

The northwest quarter of section 23, township 5 south, range 7 east.

The southwest quarter of section 23, township 5 south, range 7 east.

The north half of section 25, township 5 south, range 7 east.

The south half of section 25, township 5 south, range 7 east.

The northeast quarter of section 35, township 5 south, range 7 east.

The southeast quarter of section 35, township 5 south, range 7 east.

The southwest quarter of section 35, township 5 south, range 7 east.

The west half of the southeast quarter and the west half of section 29, township 5 south, range 8 east.

The northeast quarter of section 31, township 5 south, range 8 east.

The west half of section 31, township 5 south, range 8 east.

All of section 7, township 6 south, range 1 east.

All of section 3, the northeast quarter of section 5, all of sections 7, 9, 15, and 23, the west half of the southwest quarter of section 11, the west half of section 15, and the northeast quarter of section 35, township 6 south, range 3 east.

All of section 5, township 6 south, range 8 east.

All of section 7, township 6 south, range 8 east.

All of section 9, township 6 south, range 8 east.

All of section 17, townshp 6 south, range 8 east.

All of section 21, township 6 south, range 8 east.

The southeast quarter of section 27, township 6 south, range 8 east.

The north half and the southwest quarter of the southeast quarter of section 1, township 7 south, range 1 east.

All of section 17, township 7 south, range 1 east.

The northeast quarter of section 19, township 7 south, range 1 east.

The northwest quarter of section 19, township 7 south, range 1 east.

The southeast quarter of section 19, township 7 south, range 1 east.

The southwest quarter of section 19, township 7 south, range 1 east.

The northeast quarter of the southwest quarter, the west half of the southwest quarter, the southeast quarter and the north half of section 29, township 7 south, range 2 east.

All of section 31, township 7 south, range 2 east.

The northwest quarter of section 13, township 7 south, range 3 east.

The southeast quarter of section 13, township 7 south, range 3 east.

The southwest quarter of section 13, township 7 south, range 3 east.

The northeast quarter of section 1, township 7 south, range 8 east.

The northwest quarter of section 1, township 7 south, range 8 east.

The southeast quarter of section 1, township 7 south, range 8 east.

The southwest quarter of section 1, township 7 south, range 8 east.

The east half of section 9, township 8 south, range 1 east.

All of section 11, townshp 8 south, range 1 east.

All San Bernardino base and meridian, California.

I, Wm. Van Dyke, clerk of the Circuit Court of the United States for the Southern District of California, do hereby certify the foregoing to be a full, true, and correct copy of an original order made and entered by said Court January 7, 1898, in the cause entitled The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 675 (Nos. 587, 675, and 662 consolidated), and now remaining of record therein.

Attest my hand and the seal of said Circuit Court, this 24th day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 675. Consolidated. U. S. Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order dismissing bill of complaint as to certain lands. Filed August 24, 1899. Wm. M. Van Dyke, Clerk.

In the Circuit Court of the United States, Ninth Judicial Circuit, in and for the Southern District of California.

THE UNITED STATES OF AMERICA,

Complainants,

vs.

THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS, and HOMER S. KING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY,

Defendants.

No. 675.

THE UNITED STATES OF AMERICA,

Complainants,

vs.

THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS, and HOMER S. KING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY,

Defendants.

No. 587.

THE UNITED STATES OF AMERICA,
Complainants,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY,
Defendant.
No. 662.

Enrollment.

The complainants filed herein their certain bill of complaint, which is hereunto annexed, on the 31st day of January, 1894, against the Southern Pacific Railroad Company, D. O. Mills, and Gerrit L. Lansing, trustees, and the Central Trust Company of New York, the Southern Pacific Company of Kentucky, and the Colorado River Irrigation Company, the cause wherein said bill of complaint was filed being numbered 587 on the docket of this court.

Six subpoenas to appear and answer the said bill of complaint in said cause number 587 were thereafter, on the 7th day of February, 1894, issued at the request of complainants for all of the defendants, returnable on the 2d day of April, 1894, two of which said subpoenas are hereto annexed.

The appearance of Joseph H. Call, Esq., special assistant United States attorney, on behalf of complainants, was entered in said cause number 587 on the 31st day of March, 1894.

The defendant the Southern Pacific Railroad Company appeared specially herein in said cause number 587, for the purpose of objecting to the jurisdiction of the Court, on the 4th day of May, 1894, by Joseph D. Redding, Esq., its solicitor, and on said 4th day of May, 1894, filed herein its special appearance and plea in abatement, which is hereto annexed.

The defendant Gerrit L. Lansing appeared specially herein, in said cause number 587, for the purpose of objecting to the jurisdiction of the Court, on the 4th day of May, 1894, by Joseph D. Redding, Esq., his solicitor, and on said 4th day of May, 1894, filed herein his special appearance and plea in abatement which is hereto annexed.

The defendant Southern Pacific Company appeared specially herein, in said cause number 587, for the purpose of objecting to the jurisdiction of the Court, on the 4th day of May, 1894, by Joseph D. Redding, Esq., its solicitor, and on said 4th day of May, 1894, filed herein its special appearance and plea in abatement, which is hereto annexed.

On the 7th day of May, 1894, the Court made and entered herein, in said cause No. 587, an order directing the defendants, the Central Trust Company of New York, the Colorado River Irrigation Company, and D. O. Mills, to appear, answer, or demur in said suit, a copy of which order is hereto annexed.

On the 23d day of June, 1894, the special appearance and plea in abatement of the Southern Pacific Company was filed herein in said cause No. 587, and is hereto annexed.

On the 11th day of October, 1894, the Court made and entered herein, in said cause No. 587, an order overruling the plea of the defendant Southern Pacific Railroad Company, a copy of which order is hereto annexed.

On the 11th day of October, 1894, the Court made and entered herein, in said cause No. 587, an order overruling the plea of the defendant Southern Pacific Railroad Company of Kentucky, a copy of which order is hereto annexed.

On the 11th day of October, 1894, the Court made and entered herein, in said cause No. 587, an order overruling the plea of the defendant Gerrit L. Lansing, a copy of which order is hereto annexed.

On the 11th day of October, 1894, the Court made and entered herein, in said cause No. 587, an order that complainants have leave to file herein their amended bill of complaint, a copy of which order is hereto annexed.

The amended bill of said complainants was filed herein in said cause No. 587, on the 11th day of October, 1894, and is hereto annexed.

The joint and several answers of the Southern Pacific Railroad Company, D. O. Mills and Gerrit L. Lansing, trustees, Southern Pacific Company of Kentucky, and the Colorado River Irrigation Company, to the amended bill of the complainants, was filed herein in said cause No. 587 on the 31st day of December, 1894, and is hereto annexed.

The replication of complainants to defendants' answer was filed herein in said cause No. 587 on the 11th day of January, 1895, and is hereto annexed.

Exhibit "A" to defendants' answer, being trust mortgage of Southern Pacific Railroad Company to D. O. Mills and Lloyd Tevis, trustees, dated April 1, 1875, and Exhibit "B" to defendants' answer, being deed of trust, Southern Pacific Railroad Company of the first part, Southern Pacific Company of the second part, and Central Trust Company of New York, of the third part, dated August 25, 1888, were filed herein in said cause No. 587 on the 22d day of January, 1895, and are hereto annexed.

The complainants filed herein their certain bill of complaint, which is hereunto annexed, on the 11th day of October, 1895, against the Southern Pacific Railroad Company, the cause wherein said bill of complaint was filed, being numbered 662 on the docket of this court.

A subpoena to appear and answer the said bill of complaint in said cause No. 662 was thereupon, on the 11th day of October, 1895, issued, returnable on the 4th day of November, 1895, which is hereto annexed.

The defendant the Southern Pacific Railroad Company appeared herein in said cause No. 662, on the 21st day of October, 1895, by William Singer, Jr., Esq., its solicitor.

The appearance of William Singer, Jr., Esq., as one of the solicitors for defendants in said cause No. 587 was entered on the 21st day of October, 1895.

The answer of the Southern Pacific Railroad Company, defendant, to the bill of complaint in said cause No. 662, was filed herein in said cause, on the 15th day of January, 1896, and is hereto annexed.

The complainants filed herein their certain bill of complaint, which is hereunto annexed, on the 29th day of January, 1896, against the Southern Pacific Railroad

Company, D. O. Mills and Gerrit L. Lansing, trustees, and the Central Trust Company of New York, the Southern Pacific Company of Kentucky, and Colorado River Irrigation Company, the cause wherein said bill of complaint was filed being numbered 675 on the docket of this court.

A subpoena requiring the Colorado River Irrigation Company to appear and answer the said bill of complaint in said cause No. 675 was thereupon, on said 30th day of January, 1896, issued, returnable on the 2d day of March, 1896, which is hereto annexed.

A subpoena requiring the Southern Pacific Railroad Company, D. O. Mills and Gerrit L. Lansing, trustees, and the Central Trust Company of New York, and the Southern Pacific Company of Kentucky to appear and answer the said bill of complaint in said cause No. 675 was thereupon, on said 30th day of January, 1896, issued to the marshal of the United States for the Northern District of California, returnable on the 2d day of March, 1896, which is hereto annexed.

On the 10th day of February, 1896, the Court made and entered herein in said cause No. 675, an order directing the defendants D. O. Mills, trustee, and the Central Trust Company of New York, and the Southern Pacific Company of Kentucky, to appear, plead, answer, or demur in said suit No. 675, a copy of which order is hereto annexed.

The replication of complainants to the answer of defendant in said cause No. 675 was filed herein in said cause on the 20th day of February, 1896, and is hereto annexed.

On the 21st day of February, 1896, the complainants filed herein, in said cause No. 675, their amended bill of complaint, which is hereto annexed.

The defendant the Central Trust Company of New York appeared herein in said cause No. 675, on the 26th day of February, 1896, by Charles P. Eels, Esq., and Page, McCutchen & Eels, its solicitors.

The defendant Colorado River Irrigation Company appeared herein, in said cause No. 675, on the 29th day of February, 1896, by William H. H. Hart, Esq., its solicitor.

The defendant D. O. Mills, trustee, appeared herein, in said cause No. 675 on the 29th day of February, 1896, by William Singer, Jr., Esq., its solicitor.

The defendant Southern Pacific Railroad Company appeared herein, in said cause No. 675, on the 29th day of February, 1896, by William Singer, Jr., Esq., its solicitor.

The Southern Pacific Company of Kentucky appeared herein, in said cause No. 675, on the 29th day of February, 1896, by William Singer, Jr., Esq., its solicitor.

On the 14th day of March, 1896, the Court made and entered an order herein in said cause No. 587, consolidating said cause with said No. 675, a copy of which order is hereto annexed.

On the 14th day of March, 1896, the Court made and entered an order herein, in said cause No. 662, consolidating said cause with said cause No. 675, a copy of which order is hereto annexed.

On the 14th day of March, 1896, the Court made and entered an order herein, in said cause No. 675, consolidating with said cause causes No. 587 and No. 662, a copy of which order is hereto annexed.

The amended bill of complainants in said consolidated cause No. 675 was filed herein on the 16th day of March, 1896, and is hereto annexed.

The further amended bill of complainants in said consolidated cause No. 675 was filed herein on the 13th day of April, 1896, and is hereto annexed.

Complainants' amendment to their amended bill of complaint was filed herein on the 14th day of May, 1896, and is hereto annexed.

Complainants' amended and supplemental bill of complaint was filed herein on the 26th day of May, 1896, and is hereto annexed.

The joint and several answer of the defendants Southern Pacific Railroad Comany, D. O. Mills, trustee, Central Trust Company of New York, Southern Pacific Company of Kentucky, and Colorado River Irrigation Company to complainants' amended bill of complaint, and Exhibit "A" to said answer, were filed herein on the 23d day of July, 1896, and are hereto annexed.

On the 3d day of August, 1896, the Court made and entered herein an order dismissing the bill of complaint, without prejudice, as to certain lands in said order described, a copy of which order is hereto annexed.

On the 3d day of August, 1896, the Court made and entered an order herein substituting Homer S. King, trustee, as party defendant in the place and stead of Gerrit L. Lansing, trustee, deceased, a copy of which is hereto annexed.

On the 31st day of August, 1896, the Court made and entered an order herein that the answer of the other de-

fendants be considered and treated as the answer of Homer S. King, trustee, a copy of which order is hereto annexed.

The replication of complainants to defendants' answer was filed herein on the 7th day of Septemebr, 1896, and is hereto annexed.

On the 28th day of June, 1897, the Court made and entered an order herein dismissing said bill of complaint, without prejudice, as to those lands theretofore withdrawn for or embraced within any Indian or military reservation, a copy of which order is hereto annexed.

On the 7th day of January, 1898, the Court made and entered an order herein dismissing the bill of complaint, without prejudice, as to certain lands in said order described, a copy of which order is hereto annexed.

The testimony taken in said cause on behalf of the respective parties was duly filed in the clerk's office of said Circuit Court.

On the 3d day of March, 1898, being a day in the January term, A. D. 1898, of said Circuit Court; present, the Honorable Erskine M. Ross, Circuit Judge, said cause came on for hearing before the Court upon the pleadings and proofs filed in said cause, whereupon said cause was submitted to the Court for its consideration and decision upon the said pleadings and proofs, and upon briefs which were thereafter filed on behalf of the respective parties by counsel.

On the 10th day of April, 1899, the Court made and entered an order herein for the entry of a decree in accordance with the views expressed in the Court's opinion, filed in said cause on said 10th day of April, 1899; and on the

24th day of August, 1899, a final decree, accordingly, was signed, filed, entered, and recorded herein, and is hereto annexed.

In the Circuit Court of the United States, Southern District of California, Ninth Circuit.

THE UNITED STATES OF AMERICA,
Plaintiffs,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and HOMER S. KING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY,
Defendants.
} No. 675.

THE UNITED STATES OF AMERICA,
Plaintiffs,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and HOMER S. KING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY,
Defendants.
} No. 587.

THE UNITED STATES OF AMERICA,

Plaintiff,

vs.

THE SOUTHERN PACIFIC RAILROAD COMPANY,

Defendant.

No. 662.

Decree.

These causes coming on for final decree this 24th day of August, A. D. 1899, in open court, and the United States having appeared by Mr. Joseph H. Call, special assistant United States attorney, and the defendants having appeared by Mr. William Herrin and Mr. William Singer, Jr., their counsel and attorney, respectively, and defendant the Colorado River Irrigation Company having also appeared by Mr. William H. H. Hart, its counsel and attorney, and by consent of parties and order of Court said causes having been consolidated and a single bill of complaint having been filed in such consolidated causes, and issue having been joined thereon, and the testimony having been taken, and by consent of parties and order of Court, Homer S. King, trustee, having been substituted in said causes Nos. 675 and 587 for Gerrit L. Lansing, trustee, lately deceased, and the said causes as consolidated having been duly argued and submitted, and the Court being now fully advised in the premises, it is by the Court now ordered, adjudged and decreed:

First.

That the United States of America is the owner, by title in fee simple absolute, unincumbered, of the following described lands, and defendants the Southern Pacific Railroad Company, the Central Trust Company of New York, the Southern Pacific Company of Kentucky, the Colorado River Irrigation Company, and D. O. Mills and Homer S. King, trustees of a certain mortgage or deed of trust, dated April 1, 1875, be, and they each hereby are, forever enjoined and restrained from having or claiming any right, title, interest, or incumbrance in, upon, or to any of said lands, and the title to said lands is hereby quieted in the United States, said lands being described as follows, to wit:

All of the sections and parts of sections of land in the State of California, surveyed and unsurveyed, designated by odd numbers, within twenty miles on each side of the line of route of the Texas Pacific Railroad Company, from a point near Marshall, in the State of Texas, westwardly, to the bay of San Diego, as designated and established by the map of general route filed by said Texas Pacific Railroad Company in the general landoffice and in the department of the interior on the fifteenth day of October, in the year one thousand eight hundred and seventy-one, a copy of which said map was introduced in evidence in this cause, and is now on file herein, and to which map reference is hereby made, in so far as said lands, or any part thereof, are situated within thirty miles on either side of the designated line of route of the Southern Pacific Railroad Company between the Colorado river, at a

point near Fort Yuma and Los Angeles, California, as designated and established by said Southern Pacific Railroad Company by its map designating such line of railroad as located and constructed, and the map designating the fifth section of said railroad through the said lands having been so filed in the interior department on the thirty-first day of January, in the year one thousand eight hundred and seventy-eight.

Provided, that this decree shall in no wise affect the right of way, station grounds, buildings workshops, depots, machineshops, switches, sidetracks, turntables, or water stations now properly appropriated and used by the defendants, Southern Pacific Railroad Company, or Southern Pacific Company, over or upon any of lands in this decree described.

Second.

It is further ordered, adjudged, and decreed that the bill of complaint be, and hereby is, dismissed as to the following described lands, which have been patented by complainant to the defendant, the Southern Pacific Railroad Company, to wit:

The west half of section 3, township 1 north, range 2 west.

The east half of the southeast quarter of section 5, township 1 north, range 2 west.

All of section 15, township 1 north, range 3 west.

The southeast quarter of section 21, township 1 north, range 3 west.

The southwest quarter of section 23, township 1 north, range 3 west.

All of section 25, township 1 north, range 3 west.

The southeast quarter of section 27, township 1 north, range 3 west.

The west half of the southwest quarter of section 1, township 2 north, range 1 west.

All of section 3, township 2 north, range 1 west.

The southeast quarter of section 9, township 2 north, range 1 west.

All of section 11, township 2 north, range 1 west.

The northeast quarter of section 15, township 2 north, range 1 west.

The northeast quarter of section 25, township 2 north, range 1 west.

The east half of the northeast quarter of section 1, township 2, north, range 2 west.

All of section 25, township 2 north, range 2 west.

The northwest quarter, and the north half of the southeast quarter of section 29, township 2 north, range 2 west.

All of section 33, township 2 north, range 2 west.

The northwest quarter and the east half of section 33, township 1 north, range 9 east.

The west half of the southwest quarter of section 7, township 2 north, range 1 east (lot 2 of the southwest quarter) S. P.

The west half of the southwest quarter of section 11, township 2 north, range 1 east.

The north half of section 23, township 2 north, range 1 east.

The east half, west half of the southwest quarter, southeast quarter of the southwest quarter of section 25, township 2 north, range 1 east.

All of fractional section 3, township 2 north, range 2 east.

All of section 5, township 2 north, range 2 east.

The northeast quarter, north half of the southeast quarter, and the northeast quarter of the southwest quarter of section 7, township 2 north, range 2 east.

The northwest quarter of the southwest quarter of section 7, township 2 north, range 2 east (north half of lot 2 of the southwest quarter) S. P.

All of section 9, township 2 north, range 2 east.

The north half of section 11, township 2 north, range 2 east.

All of section 15, township 2 north, range 2 east.

All of section 17, township 2 north, range 2 east.

All of section 19, township 2 north, range 2 east.

The north half of the northeast quarter; northeast quarter of the northwest quarter; south half of the southeast quarter, and south half of the southwest quarter of section 21, township 2 north, range 2 east.

All of section 27, township 2 north, range 2 east.

All of section 29, township 2 north, range 2 east.

All of section 31, township 3 north, range 2 east.

The northeast quarter of section 29, township 1 south, range 1 west.

All of section 5, township 1 south, range 2 west.

The east half of the southeast quarter of section 23, township 1 south, range 2 west.

The northeast quarter of the northwest quarter, and the south half of the northwest quarter of section 25, township 1 south, range 2 west.

All of section 27, township 1 south, range 2 west.

The east half of section 11, township 1 south, range 3 west.

The south half of section 31, township 1 south, range 5 west.

The north half of the northeast quarter and the northwest quarter of section 29, township 2 south, range 1 west.

Lots 1 and 2 of section 5, township 2 south range 2 west.

Lots 1, 2, 3 and 4 of section 9, township 2 south, range 2 west.

The south half of section 13, township 2 south, range 2 west.

The south half of section 15, township 2 south, range 2 west.

The north half of the northeast quarter; northeast quarter of the northwest quarter; south half of the southeast quarter; southeast quarter of the southwest quarter, and lots 1 and 2 of the southwest quarter of section 19, township 2 south, range 2 west.

The north half of the southwest quarter; lots 1 and 2 of the southeast quarter; northwest quarter of the southeast quarter, and north half of section 21, township 2 south, range 2 west.

The east half of the northwest quarter, and the southwest quarter of the northwest quarter of section 23, township 2 south, range 2 west.

The southwest quarter of section 31, township 2 south, range 2 west.

All of section 19, township 2 south, range 3 west.

All of section 23, township 2 south, range 3 west.

The northwest quarter, and the east half of section 29, township 2 south range 3 west.

The northwest quarter of the southeast quarter; south half of the southeast quarter, and the southwest quarter of section 3, township 2 south, range 4 west.

All of section 13, township 2 south, range 4 west.

All of section 15, township 2 south, range 4 west.

Al of section 27, township 2 south, range 4 west.

The south half of section 7, township 3 south, range 1 west.

All of section 17, township 3 south, range 1 west.

All of section 21, township 3 south, range 1 west.

The west half of section 27, township 3 south, range 1 west.

All of section 29, township 3 south, range 1 west.

Lots 1, 2, 3, 4 and 5; the northwest quarter of the southwest quarter, and the south half of the southwest quarter of section 1, township 3 south, range 2 west.

The northeast quarter of section 3, township 3 south, range 2 west.

The southwest quarter of section 5, township 3 south, range 2 west.

The southeast quarter of section 9, township 3 south, range 2 west.

All of section 11, township 3 south, range 2 west, except the northwest quarter.

All of section 13, township 3 south, range 2 west.

Lot 1 in the northeast quarter of section 27, township 3 south, range 2 west.

The west half of the southeast quarter; southwest quarter, and north half of section 5, township 3 south, range 4 west.

All of section 7, township 3 south, range 4 west.

The south half of section 9, township 3 south, range 4 west.

The southwest quarter of section 35, township 3 south, range 4 west.

The northwest quarter and the south half of section 19, township 3 south, range 7 west.

Lots 1, 2, 3, 4, 5 and 6 of section 1, township 4 south, range 1 west.

Lots 2, 3, 4, 5, 6 and 7 of section 3, township 4 south, range 1 west.

Lots 3, 4, 5, 6 and 7, and the southeast quarter of the northwest quarter of section 5, township 4 south, range 1 west.

The west half of section 19, township 4 south, range 1 west.

Lot 5 in the northeast quarter; lot 2 in the northwest quarter of section 23, township 4 south, range 1 west.

All of section 23, township 4 south, range 2 west.

Lots 3, 4, 5, 6, and 7 of section 25, township 4 south, range 2 west.

The southeast quarter of section 27, township 4 south, range 2 west.

All of section 31, township 4 south, range 2 west.

All of section 35, township 4 south, range 2 west.

The east half of section 3, township 4 south, range 4 west.

The north half of the northeast quarter, and the southwest quarter of section 9, township 4 south, range 4 west.

The east half of section 15, township 4 south, range 4 west.

All of section 23, township 4 south, range 4 west.

The north half of the northeast quarter and the north half of the northwest quarter of section 33, township 4 south, range 4 west.

The southeast quarter of section 35, township 4 south, range 4 west.

The west half of the southeast quarter and west half of section 21, township 4 south, range 6 west.

The southeast quarter and lots 1, 2 and 3 of section 35, township 5 south, range 1 west.

The southeast quarter of section 3, township 5 south, range 2 west.

All of section 5, township 5 south, range 2 west.

All of section 9, township 5 south, range 2 west.

The north half of the southeast quarter and north half of section 21, township 5 south, range 2 west.

The southeast quarter of the southwest quarter of section 31, township 5 south, range 2 west.

The south half of section 35, township 5 south, range 2 west.

The south half of the northwest quarter of section 11, township 5 south, range 3 west.

The east half of section 13, township 5 south, range 3 west.

The southeast quarter of section 7, township 5 south, range 4 west.

The southwest quarter of section 23, township 5 south, range 4 west.

The west half of the northeast quarter and the northwest quarter of section 25, township 5 south, range 4 west.

All of section 27, township 5 south, range 4 west.

The east half of the northeast quarter and the east half of the southeast quarter of section 31, township 5 south, range 4 west.

The east half of the southeast quarter; west half of the southwest quarter and the north half of section 35, township 5 south, range 4 west.

The north half of the southwest quarter; southeast quarter and north half of section 1, township 5 south, range 5 west.

The south half of the southwest quarter of section 1, township 5 south, range 5 west.

The southeast quarter and the north half of section 3, township 5 south, range 5 west.

The southwest quarter of section 3, township 5 south, range 5 west.

The south half of section 5, township 5 south, range 5 west.

The north half of section 5, township 5 south, range 5 west.

The north half of the northeast quarter and the southeast quarter of the northeast quarter of section 7, township 5 south, range 5 west.

All of section 9, township 5 south, range 5 west.

The south half of section 11, township 5 south, range 5 west.

The north half of section 11, township 5 south, range 5 west.

All of section 13, township 5 south, range 5 west.

The northwest quarter and the southeast quarter of section 17, township 5 south, range 5 west.

The northeast quarter of section 19, township 5 south, range 5 west.

The west half of section 19, township 5 south, range 5 west.

Lots 3, 4, 5 and 6 and the northeast quarter of the southeast quarter of section 25, township 5 south, range 5 west.

The northeast quarter of section 29, township 5 south, range 5 west.

The northwest quarter and the south half of section 29, township 5 south, range 5 west.

All of section 31, township 5 south, range 5 west.

All of section 33, township 5 south, range 5 west.

The northeast quarter of section 11, township 5 south, range 6 west.

The northeast quarter of section 13, township 5 south, range 6 west.

Lots 1, 2 and 3; east half of the northwest quarter and the northeast quarter of the southwest quarter of section 7, township 5 south, range 7 west.

The west half of section 17, township 5 south, range 7 west.

The north half of the southeast quarter and the northeast quarter of section 33, township 5 south, range 7 west.

All of section 15, township 6 south, range 1 west.

All of section 29, township 6 south, range 1 west.

The southeast quarter of section 5, township 6 south, range 2 west.

The south half of the northwest quarter; southeast quarter and the southwest quarter of section 15, township 6 south, range 2 west.

All of section 25, township 6 south, range 2 west.

All of section 35, township 6 south, range 2 west.

All of section 3, township 6 south, range 4 west.

The northeast quarter of the northeast quarter; south half of the northeast quarter; west half of the northwest quarter; southeast quarter; west half of the southwest quarter; southeast quarter of the southwest quarter of section 13, township 6 south, range 4 west.

The northeast quarter; north half of the southeast quarter; and the southeast quarter of the southeast quarter of section 15, township 6 south, range 4 west.

The west half of the northwest quarter of section 23, township 6 south, range 4 west.

All of section 25, township 6 south, range 4 west.

All of section 31, township 6 south, range 4 west.

The fractional west half and lot 6 in the southeast quarter of section 3, township 6 south, range 5 west.

All of section 5, township 6 south, range 5 west.

All of section 7, township 6 south, range 5 west.

All of section 9, township 6 south, range 5 west.

The southwest quarter of the northeast quarter of section 15, township 6 south, range 5 west.

The south half of the southeast quarter and the south-

west quarter of section 15, township 6 south, range 5 west.

All of section 17, township 6 south, range 5 west.

The north half of the southeast quarter; north half of the southwest quarter and the north half of section 19, township 6 south, range 5 west.

All of section 21, township 6 south, range 5 west.

The south half of the southeast quarter; southwest quarter and north half of section 23, township 6 south, range 5 west.

The northwest quarter and east half of section 25, township 6 south, range 5 west.

All of section 27, township 6 south, range 5 west.

The northeast quarter of section 29, township 6 south, range 5 west.

The north half of the northeast quarter of section 33, township 6 south, range 5 west.

The east half of the southeast quarter northwest quarter of the southeast quarter; north half of the southwest quarter and north half of section 35, township 6 south, range 5 west.

The east half of the southwest quarter; southeast quarter and north half of section 1, township 6 south, range 7 west.

All of section 3, township 6 south, range 7 west.

Lots 3 and 4 of section 9, township 6 south, range 7 west.

The north half of the northeast quarter of section 9, township 6 south, range 7 west.

The north half of the northwest quarter of section 11, township 6 south, range 7 west.

All of section 1, township 7 south, range 1 west.

All of section 3, township 7 south, range 1 west.

All of section 5, township 7 south, range 1 west.

All of section 11, township 7 south, range 1 west.

All of fractional section 17, township 7 south, range 1 west.

Lots 1, 2, 3 and 4 and the east half of the southeast quarter of section 21, township 7 south, range 1 west.

All of section 23, township 7 south, range 1 west.

All of section 25, township 7 south, range 1 west.

All of section 27, township 7 south, range 1 west.

All of section 33, township 7 south, range 1 west.

All of section 35, township 7 south, range 1 west.

All of section 21, township 7 south, range 2 west.

Lots 1, 2 and 3 of section 5, township 7 south, range 3 west.

The fractional southwest quarter and the east half of section 11, township 7 south, range 3 west.

All of fractional section 13, township 7 south, range 3 west.

All of fractional section 1, township 8 south, range 1 west.

Lots 1, 2, 3 and 4 and north half of section 3, township 8 south, range 1 west.

All of section 11, township 3 south, range 1 east.

The west half of section 7, township 3 south, range 2 east.

The north half of section 9, township 3 south, range 2 east.

The south half of the northwest quarter of section 21, township 3 south, range 2 east.

The south half of the southeast quarter and the southeast quarter of the southwest quarter of section 19, township 4 south, range 1 east.

All of section 5, township 4 south, range 2 east.

All of section 7, township 4 south, range 2 east.

The west half of section 9, township 4 south, range 2 east.

The east half of section 11, township 4 south, range 2 east.

All of section 13, township 4 south, range 2 east.

All of section 15, township 4 south, range 2 east.

All of section 17, township 4 south, range 2 east.

All of section 21, township 4 south, range 2 east.

All of section 25, township 4 south, range 2 east.

All of section 27, township 4 south, range 2 east.

All of section 29, township 4 south, range 2 east.

All of section 31, township 4 south, range 2 east.

All of section 33, township 4 south, range 2 east.

The northeast quarter of section 3, township 4 south, range 4 east.

The south half of section 11, township 5 south, range 1 east.

The east half of the southeast quarter of section 17, township 5 south, range 1 east.

The southeast quarter of the southwest quarter; east half of the southwest quarter of the southwest quarter; south half of the southeast quarter of section 21, township 5 south, range 1 east.

All of section 3, township 5 south, range 2 east.

All of section 5, township 5 south, range 2 east.

All of section 7, township 5 south, range 2 east.

All of section 9, township 5 south, range 2 east.

The south half of section 11, township 5 south, range 2 east.

The northwest quarter of section 13, township 5 south, range 2 east.

All of section 15, township 5 south, range 2 east.

All of section 21, township 5 south, range 2 east.

The north half of the northeast quarter and the north half of the northwest quarter of section 23, township 5 south, range 2 east.

The northeast quarter of section 29, township 5 south, range 2 east.

The north half of section 7, township 5 south, range 3 east.

The west half of section 17, township 5 south, range 3 east.

The northwest quarter and the south half of section 1, township 5 south, range 5 east.

The southeast quarter of section 31, township 5 south, range 8 east.

The south half of section 19, township 6 south, range 1 east.

The west half of section 27, township 6 south, range 1 east.

All of section 29, township 6 south, range 1 east.

All of section 31, township 6 south, range 1 east.

All of section 33, township 6 south, range 1 east.

All of section 1, township 6 south, range 7 east.

The northwest quarter and the southeast quarter of section 23, township 6 south, range 8 east.

The northwest quarter of section 25, township 6 south, range 8 east.

The southwest quarter and north half of section 27, township 6 south, range 8 east.

All of section 33, township 6 south, range 8 east.

All of section 35, township 6 south, range 8 east.

The northwest quarter of section 3, township 7 south, range 1 east.

All of section 5, township 7 south, range 1 east.

Lots 1, 2, 4, 5, 9 and 10; east half of the southwest quarter and the southeast quarter of section 7, township 7 south, range 1 east.

All of section 9, township 7 south, range 1 east.

The east half of the northeast quarter; east half of the southeast quarter and the west half of section 13, township 7 south, range 1 east.

All of section 21, township 7 south, range 1 east.

The southeast quarter of section 23, township 7 south, range 1 east.

The north half of section 25, township 7 south, range 1 east.

All of section 27, township 7 south, range 1 east.

All of section 29, township 7 south, range 1 east.

All of section 31, township 7 south, range 1 east.

All of section 33, township 7 south, range 1 east.

The southwest quarter of section 35, township 7 south, range 1 east.

The north half of section 1, township 7 south, range 2 east.

The south half of the northeast quarter; south half of the northwest quarter and the south half of section 3, township 7 south, range 2 east.

The northwest quarter of section 5, township 7 south, range 2 east.

The west half of section 11, township 7 south, range 2 east.

The south half of section 13, township 7 south, range 2 east.

The north half of the northeast quarter of section 5, township 7 south, range 3 east.

The south half of section 7, township 7 south, range 3 east.

All of section 15, township 7 south, range 3 east.

All of section 17, township 7 south, range 3 east.

All of section 19, township 7 south, range 3 east.

All of section 21, township 7 south, range 3 east.

All of section 23, township 7 south, range 3 east.

All of section 25, township 7 south, range 3 east.

All of section 1, township 8 south, range 1 east.

The northeast quarter; north half of the southeast quarter and the southwest quarter of the southeast quarter of section 3, township 8 south, range 1 east.

The west half of section 5, township 8 south, range 1 east.

The north half of section 7, township 8 south, range 1 east.

The west half of section 9, township 8 south, range 1 east.

The northwest quarter of section 13, township 8 south, range 1 east.

All of section 27, township 10 south, range 6 east.

All of section 33, township 10 south, range 6 east.

All of section 35, township 10 south, range 6 east.

All of section 3, township 11 south, range 6 east.

All of section 9, township 11, south, range 6 east.

Third.

That as to the remainder of the lands described in the bill of complaint, in so far as said lands, or any right, title, or interest therein, or any right to select them as indemnity, has been granted to or conferred upon defendant the Southern Pacific Railroad Company by virtue of section 23 of the act of Congress approved March 3, 1871, entitled, "An act to incorporate the Texas Pacific Railroad Company and to aid in the construction of its road, and for other purposes," or by any act of Congress amendatory of or supplemental to said act, it is ordered, adjudged and decreed that the complainant take nothing; and as to said remainder of said lands (being the lands embraced in the bill, but not including those described in paragraphs "First" and "Second" of this decree), it is further adjudged and decreed that any grant to or right or title of, defendants the Southern Pacific Railroad Company in and to said lands, by virtue of section 23 of said act of Congress of March 3, 1871, or any act amendatory of or supplemental thereto, is in no way affected, impaired, or restricted by any grant to, survey, location, or map of route of the Texas Pacific Railroad

Company, or of its successor the Texas and Pacific Railroad Company, nor by any withdrawal or other executive order for or on account of said Texas Pacific Railroad Company, or its said successor: Provided that as to said remainder of the lands aforesaid (being the lands embraced by the bill, except those described in paragraphs "First" and "Second" of this decree), nothing in this decree shall affect or impair any right of the United States, or of any third person, to any mineral lands (other than coal or iron, or any lands which have been patented by the United States under any Mexican or Spanish grant, or any lands, or rights to lands, which are not embraced in said grant to said Southern Pacific Railroad Company by said acts of Congress, or any lands falling within the thirty-mile limits of the line of route of the Atlantic and Pacific Railroad Company, as shown by the map filed by said company in the interior department in the year 1872, which lands have been dismissed from this suit by complainant, or to any of those lands dismissed from the bill by the court on January 7, 1898, upon motion of complainant, which lands are described in the said order of dismissal in this cause, and to which reference is hereby made:

Provided, further, that nothing in this decree shall affect the right or title to any lands described in the bill which may be embraced within any Indian or military reservation, such lands having been dismissed from this suit by the court, upon motion of complainant.

Fourth.

It is further ordered, adjudged and decreed that the parties to these consolidated causes, plaintiffs and defendants, shall each pay their own costs.

ROSS,
Circuit Judge.

Decree entered and recorded August 24, 1899.

WM. M. VAN DYKE,
Clerk.

[Endorsed]: Nos. 675, 587, and 662. In the United States Circuit Court, Southern District of California. United States vs. Southern Pacific Railroad Company et al. Decree. Filed August 24, 1899. Wm. M. Van Dyke, Clerk. J. H. Call for Plaintiff. Copy served on defendants.

Whereupon said bill of complaint in cause number 587; two subpoenas in cause number 587; special appearance and plea in abatement of Southern Pacific Railroad Company in cause number 587; special appearance and plea in abatement of Gerrit L. Lansing in cause number 587; special appearance and plea in abatement of Southern Pacific Company in cause number 587; copy of order in cause number 587 directing defendants to appear and answer or demur; special appearance and plea in abatement of Southern Pacific Company in cause number 587; copy of order in cause number 587 overruling the plea of Southern Pacific Railroad Company; copy of order in cause number 587 overruling the plea of Southern Pacific Com-

pany of Kentucky; copy of order in cause number 587; overruling the plea of Gerrit L. Lansing; copy of order in cause number 587 that complainants have leave to file their amended bill of complaint; amended bill in cause number 587; joint and several answer to the amended bill in cause number 587; replication of complainant in cause number 587; Exhibits A and B to defendants' answer in cause number 587; bill of complaint in cause number 662; subpoena in cause number 662; answer of defendant in cause number 662; bill of complaint in cause number 675; subpoena for the Colorado River Irrigation Company in cause number 675; subpoena for the Southern Pacific Railroad Company, D. O. Mills and Gerrit L. Lansing, trustees, and the Central Trust Company of New York, and the Southern Pacific Company of Kentucky in cause number 675; copy of order in cause number 675 directing defendants to appear, plead, answer, or demur; replication to the answer in cause number 662; amended bill of complaint in cause number 675; copy of order consolidating cause number 587 with cause number 675; copy of order consolidating cause No. 662 with cause No. 675; copy of order in cause number 675 consolidating with said cause causes number 587 and number 662; amended bill in consolidated cause number 675; further amended bill in consolidated cause number 675; amendment to amended bill of complaint; amended and supplemental bill of complaint, joint and several answer of defendants to complainants' amended bill of complaint, and Exhibit A to said answer; copy of order of August 3, 1896, dismissing the bill, without prejudice, as to certain lands;

copy of order substituting Homer S. King, trustee, in the place and stead of Gerrit L. Lansing, trustee, as party defendant; copy of order that the answer of the other defendants be considered and treated as the answer of Homer S. King, trustee; replication to defendants' answer; copy of order of June 28, 1897, dismissing the bill of complaint, without prejudice, as to certain lands; copy of order of January 7, 1898, dismissing the bill of complaint, without prejudice, as to certain lands; and said final decree—are hereto annexed; said final decree being duly signed, filed and enrolled pursuant to the practice of said Circuit Court.

Attest, etc.,

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 675. (Nos. 587, 662, and 675 consolidated). In the Circuit Court of the United States, Ninth Judicial Circuit, for the Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Enrolled papers. Filed August 24, 1899. Wm. M. Van Dyke, Clerk. Recorded Decree Register Book No. 2, page 404.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

UNITED STATES OF AMERICA,
Complainant,

vs.

SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Defendants.

Opinion in Cause No. 587.

This is a suit in equity, brought by the government to quiet its alleged title to a large number of townships, sections, and parts of sections of land situated within this judicial district, in which it is alleged the defendants claim an interest under and by virtue of an act of Congress approved March 3, 1871, entitled "An act to incorporate the Texas Pacific Railroad Company and to aid in the construction of its road, and for other purposes" (U. S. Stats. 16, 573), and to enjoin the defendants from cutting or removing from said lands timber, wood, minerals, or other valuable deposits.

To the bill, the Southern Pacific Railroad Company alleged to be a corporation organized and existing under the laws of the State of California, D. O. Mills and Gerrit L. Lansing, trustees, alleged to be citizens of the State of California and residents of the city of San Francisco,

of that State, the Central Trust Company of New York, alleged to be a corporation organized and existing under the laws of the State of New York, the Southern Pacific Company, alleged to be a corporation organized and existing under the laws of the State of Kentucky, and the Colorado River Irrigation Company, alleged to be a corporation organized and existing under the laws of the State of Colorado, are made parties defendant.

The Southern Pacific Railroad Company, the Southern Pacific Company and Gerrit L. Lansing have appeared specially and filed pleas in the nature of pleas in abatement, objecting to the jurisdiction of the Court.

The plea of the Southern Pacific Railroad Company sets up that it is a corporation duly organized under the laws of the State of California, and, while admitting that it operates a line of railway through this judicial district, and maintains a ticket and freight office and depot therein, alleges that it is not an inhabitant of this district, but that it has its principal office, habitat, and domicile in the city and county of San Francisco, State of California.

The plea of the Southern Pacific Company alleges that it is not an inhabitant or resident of this judicial district, but is a corporation organized and existing under the laws of the State of Kentucky, and having its habitat and domicile in that State.

The plea of Gerrit L. Lansing alleges that he does not reside in this judicial district, but is an inhabitant and resident of the city and county of San Francisco, in the Northern District of this State.

Each of the defendants so appearing pray that the suit against them be dismissed for want of jurisdiction.

On motion of the government, the pleas were set down for argument. The question, therefore, is whether, under the facts as alleged in the bill and in the pleas, the Court has jurisdiction to entertain the suit and proceed in the cause. The Court, of course, takes judicial notice of the fact that the State of California is divided into two judicial districts. It is further aware of the fact that it is the established law that a corporation organized in one of the United States, and in that State only, cannot be considered a citizen, an inhabitant, or a resident of any other State, and that a corporation created by a State in which there are two or more judicial districts is to be considered an inhabitant of that district in which its general offices are situated, and in which its general business, as distinguished from its local business, is transacted. (Galveston etc. Railway vs. Gonzales, 151 U. S. 496, and cases there cited.)

The Southern Pacific Railroad Company, and D. O. Mills and Gerrit L. Lansing, trustees, are, therefore, to be regarded as citizens and inhabitants of the Northern District of California, the Central Trust Company as a citizen and inhabitant of the State of New York, the Southern Pacific Company of Kentucky as a citizen and inhabitant of the State of Kentucky, and the Colorado River Irrigation Company as a citizen and inhabitant of the State of Colorado. And, as the government is not a citizen or inhabitant of any particular State or district, but is everywhere present within the territorial limits of

the United States, none of the parties to the suit can be regarded as citizens or inhabitants of this judicial district; but the lands which constitute the subject of the suit are situated within this judicial district.

By the act of Congress of March 3, 1887 (24 Stats. 522), as corrected by the act of August 13, 1888 (25 Stats. 433), the circuit courts of the United States are given "original cognizance, concurrent with the courts of the several States, of all suits of a civil nature, at common law or in equity, where the matter in dispute exceeds, exclusive of interest and costs, the sum or value of two thousand dollars, and arising under the constitution or laws of the United States, or treaties made, or which shall be made, under their authority, or in which controversy the United States are plaintiffs or petitioners * * *"; and, by a subsequent provision of the same section, it is declared: "No civil suit shall be brought before either of said courts against any person by any original process or proceeding in any other district than that whereof he is an inhabitant; but where the jurisdiction is founded only on the fact that the action is between citizens of different States, suit shall be brought only in the district of the residence of either the plaintiff or the defendant * * *." It has been held by the Supreme Court that suits falling within the last clause quoted—that is to say, suits in which jurisdiction depends solely upon the diverse citizenship of the parties—cannot be brought in the district of the residence of the plaintiff, unless, where there is more than one plaintiff, all of the plaintiffs reside in the district; nor, unless all of the defendants reside in the same district,

can suit be brought therein, because the statute does not confer the right to bring the suit in a district wherein a part only of the defendants reside. (Smith vs. Lyon, 133 U. S. 315.) One of the reasons assigned for that conclusion was that the court found, from the history of the legislation respecting the jurisdiction of the United States courts, a manifest purpose upon the part of Congress, in passing the act of 1887, as corrected by the act of 1888, to restrict, rather than to enlarge, the jurisdiction of the circuit courts. The reasons which induced the court to hold that, in cases where the jurisdiction is founded only on the fact that the action is between citizens of different States, each plaintiff must be competent to sue, and, if there are several defendants, each defendant must be liable to be sued, or the jurisdiction cannot be entertained, would seem to apply with equal force to that clause of the act of 1887, as corrected by the act of 1888, which declares that "no civil suit shall be brought, before either of said courts, against any person, by any original process or proceeding, in any other district than that whereof he is an inhabitant." That is to say, each defendant must be an inhabitant of the district in which he is sued, because the provision of the statute quoted expressly so declares; and, if this provision of the statute is the law which applies to and controls the present case, the result must necessarily be that the suit cannot be maintained in any district, because the defendants are inhabitants of different districts. Yet the suit was instituted by the attorney-general pursuant to an act of Congress approved March 3, 1887, entitled, "An act to provide for the adjust-

ment of land grants made by Congress to aid in the construction of railroads, and for the forfeiture of unearned lands, and for other purposes" (24 Stats. 556), by which the secretary of the interior was authorized and directed to adjust, in accordance with the decisions of the Supreme Court, each of the railroad land grants made by Congress to aid in the construction of railroads, and theretofore unadjusted, and by which the attorney-general was, upon certain conditions, required to thereafter "commence and prosecute, in the proper courts, the necessary proceedings to cancel all patents, certifications, or other evidence of title theretofore issued for such lands, and to restore the title thereof to the United States."

By the act last mentioned, Congress was not providing for the bringing of suits in the absence of a law conferring upon the courts jurisdiction to entertain them, nor for the bringing of as many suits respecting the same land in as many different districts as there should be diverse claimants thereto. The act of August 13, 1888, as well as that of March 3, 1887, conferring jurisdiction on the circuit courts, expressly, by the fifth section thereof, continued in force section 8 of the act of March 1, 1875 (U. S. Stats. 18, p. 472), which provides as follows:

"That when in any suit, commenced in any circuit court of the United States, to enforce any legal or equitable lien upon, or claim to, or to remove any encumbrance or lien or cloud upon, the title to real or personal property within the district where such suit is brought, one or more of the defendants therein shall not be an inhabitant of, or found within, the said district, or shall not voluntarily

appear thereto, it shall be lawful for the court to make an order directing such absent defendant or defendants to appear, plead, answer, or demur, by a day certain to be designated, which order shall be served on such absent defendant or defendants, if practicable, wherever found, and also upon the person or persons in possession or charge of said property, if any there be; or where such personal service upon such absent defendant or defendants is not practicable, such order shall be published in such manner as the court may direct, not less than once a week for six consecutive weeks; and in case such absent defendant shall not appear, plead, answer, or demur within the time so limited, or within some further time, to be allowed by the court, in its discretion, and upon proof of the service or publication of said order, and of the performance of the directions contained in the same, it shall be lawful for the court to entertain jurisdiction, and proceed to the hearing and adjudication of such suit in the same manner as if such absent defendant had been served with process within the said district; but said adjudication shall, as regards said absent defendant or defendants without appearance, affect only the property which shall have been the subject of the suit and under the jurisdiction of the court therein, within such district. And when a part of the said real or personal property against which such proceeding shall be taken shall be within another district, but within the same State, said suit may be brought in either district in said State; provided, however, that any defendant or defendants not actually personally notified as above provided may, at any

time within one year after final judgment in any suit mentioned in this section, enter his appearance in said suit in said circuit court, and thereupon the said court shall make an order setting aside the judgment therein and permitting said defendant or defendants to plead therein on payment by him or them of such costs as the court shall deem just; and thereupon said suit shall be proceeded with to final judgment according to law."

It is thus seen that by section 8 of the act of March 1, 1875, provision is made for the bringing in, by publication if necessary, in any suit commenced in any circuit court of the United States, to enforce any legal or equitable lien upon or claim to, or to remove any encumbrance or lien or cloud upon, the title to real property within the district where such suit is brought, any one or more defendants, whether an inhabitant of the district or not, and thereafter, upon the failure of the defendant or defendants so served to appear, plead, answer, or demur within the time allowed, the court is empowered to entertain jurisdiction and proceed to the hearing and adjudication of such suit in the same manner as if such absent defendant had been served with process within the district; provided, however, that such adjudication shall, as regards such absent defendant or defendants without appearance, affect only the property which shall have been the subject of the suit and under the jurisdiction of the Court therein within such district.

The jurisdiction thus conferred by section 8 of the act of March 1, 1875, and continued in force by the acts of 1887 and 1888, grows out of the nature of the subject matter,

and is in addition to that conferred on the circuit courts by the first section of the acts of 1875, 1887, and 1888, the provisions of which do not apply to cases over which jurisdiction is otherwise conferred upon the federal courts by reason of the subject matter. (In re Hohorst, 150 U. S. 653; In re Louisville Underwriters, 134 U. S. 488; Toledo Railroad vs. Pennsylvania Railroad, 54 Fed. Rep. 730.)

In Northern Indiana Railroad Company vs. Michigan Central Railroad Company, 56 U. S. 242, the Supreme Court said: "Wherever the subject matter in controversy is local, and lies beyond the limit of the district, no jurisdiction attaches to the circuit court sitting within it. An action of ejectment cannot be maintained in the district of Michigan for land in any other district. Nor can an action of trespass quare clausum fregit be prosecuted where the act complained of was not done in the district. Both of these actions are local in their character, and must be prosecuted where the process of the court can reach the locus in quo." A suit to quiet title, the object of which is to reach and settle the title to land, where provision is made by statute for the bringing in of non-resident claimants, would also seem to be local in its nature. In respect to such suits, section 741 of the Revised Statutes provides: "In suits of a local nature, where the defendant resides in a different district in the same state from that in which the suit is brought, the plaintiff may have original and final process against him directed to the marshal of the district in which he resides."

It is, however, strenuously contended, by counsel for the defendants objecting to the jurisdiction of this Court,

that a suit to quiet title is one in personam strictly, and, therefore, embraced by the provisions of the first section of the act of March 3, 1887, as corrected by the act of August 13, 1888; and, in support of this contention, much stress is laid by counsel on the case of Hart vs. Sansom, 110 U. S. 151.

In the subsequent case of Arndt vs. Griggs, 134 U. S. 316, the Supreme Court held that it is the established doctrine of that court that a state (and, of course, the United States) has power, by statute, to provide for the adjudication of title to real estate within its limits as against nonresidents who are brought into court only by publication, and that it was not the intention of the court, in the case of Hart vs. Sansom, 110 U. S. 151, to overthrow the series of cases affirming that power; on the contrary, that the Court in Hart vs. Sansom distinctly recognized it by saying, among other things, that:

"It would doubtless be within the power of the state in which the land lies to provide by statute that if the defendant is not found within the jurisdiction, or refuses to make or to cancel a deed, this should be done in his behalf by a trustee appointed by the court for that purpose."

And in Arndt vs. Griggs it is added :

"Of course it follows that, if a state has power to bring in a nonresident by publication for the purpose of appointing a trustee, it can in like manner bring him in and subject him to a direct decree."

The Court in Arndt vs. Griggs cited and reviewed the cases upon the subject at length; among others that of

Boswell's Lessee vs. Otis, 9 How. 336, where, said the Court, "was presented a case of a bill for a specific performance and an accounting, and in which was a decree for specific performance and accounting, and an adjudication that the amount due on such accounting should operate as a judgment at law. Service was had by publication, the defendants being nonresidents. The validity of a sale under such judgment was in question. The court held that portion of the decree and the sale made under it void, but, with reference to jurisdiction in a case for specific performance alone, made these observations: Jurisdiction is acquired in one of two modes: First, as against the person of the defendant by the service of process; or, second, by a procedure against the property of the defendant within the jurisdiction of the court. In the latter case the defendant is not personally bound by the judgment beyond the property in question, and it is immaterial whether the proceeding against the property be by an attachment or by bill in chancery. It must be substantially a proceeding in rem. A bill for the specific execution of a contract to convey real estate is not strictly a proceeding in rem in ordinary cases; but, where such a procedure is authorized by statute on publication without personal service of process, it is substantially of that character."

If a bill for the specific execution of a contract to convey real estate is substantially a proceeding in rem, where by statute service of process in such suit may be had by publication, it would seem that a suit to quiet title to real estate is of the same character in cases where the statute

authorizes a similar service. In the case of Pennoyer vs. Neff, 95 U. S. 714, 727-734, in which the question of jurisdiction in cases of service by publication was considered at length, the Court, by Mr. Justice Field, thus stated the law:

"Such service may also be sufficient in cases where the object of the action is to reach and dispose of property in the State, or of some interest therein, by enforcing a contract or lien respecting the same, or to partition it among different owners, or, where the public is a party, to condemn and appropriate it for a public purpose. In other words, such service may answer in all actions which are substantially proceedings in rem. * * * It is true that in a strict sense a proceeding in rem is one taken directly against property, and has for its object the disposition of the property without reference to the title of individual claimants; but, in a larger and more general sense, the terms are applied to actions between parties where the direct object is to reach and dispose of property owned by them or of some interest therein. Such are cases commenced by attachment against the property of debtors, or instituted to partition real estate, foreclose a mortgage, or enforce a lien. So far as they affect property in the State they are substantially proceedings in rem, in the broader sense which we have mentioned."

The principle of these cases, in my opinion, sustains jurisdiction here to the extent, at least, of settling the question of the title to the lands in dispute. Whether, should the facts warrant it, such decree may also include

the injunction prayed for by the complainant, upon the ground that it is but incidental and ancillary to the principal relief sought, or under the principle that where jurisdiction is acquired against the person by the service of process or by a voluntary appearance, a court of general jurisdiction will settle the matter in controversy between the parties, need not now be determined.

The pleas and motion to dismiss are overruled.

ROSS,

District Judge.

[Endorsed]: No. 587. United States Circuit Court, Ninth Circuit, Southern District of California. The United States of America vs. The Southern Pacific Railroad Company et al. Opinion. Filed October 11, 1894. Wm. M. Van Dyke, Clerk.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES,
Complainant,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Defendants.

Opinion in Cause No. 675.

The complainant instituted three suits in this court, numbered, respectively, 587, 662, and 675, the object of which was the determination of the title to those odd-numbered sections of land within the 20 and 30 mile limits of the grant made by the United States to the Southern Pacific Railroad Company by the act of Congress of March 3, 1871, which are also within 20 miles of the general route of the Texas Pacific Railroad Company as indicated by its map thereof filed in the office of the secretary of the interior, or within 30 miles of the asserted definite location of the Texas Pacific Railroad from Yuma, on the Colorado river, by way of San Gorgonio Pass, to San Diego, California; to cancel such patents as had theretofore been issued therefor by the government to the Southern Pacific Railroad Company under the grant of

March 3, 1871; and to quiet the complainant's title to all of the lands referred to. In each of the suits issue was joined by the defendants, and certain testimony taken therein. At that stage of the proceedings the Court, upon the stipulation of the respective parties, made an order consolidating the suits, with leave to the complainant to file an amended and supplemental bill (the parties stipulating that the testimony theretofore taken should, so far as applicable, be used in the consolidated case), and with leave to the respective parties to give such further evidence as they might elect. Thereafter, and on May 26, 1896, the complainant filed its amended and supplemental bill, upon which issue was joined by the defendants thereto, and additional evidence introduced by the respective parties. The complainant thereafter dismissed the suit in so far as concerned all of the lands mentioned for which patents had theretofore been issued by the government, except about 5,000 acres which the Southern Pacific Railroad Company contracted to sell and convey to the defendant Colorado River Irrigation Company. So that the case, as submitted, involves those 5,000 acres, and all of the unpatented odd-numbered sections of land embraced within the primary and indemnity limits of the Southern Pacific Company's grant of March 3, 1871, that are also within 20 miles of the general route of the Texas Pacific Company as indicated by its map thereof filed in the general landoffice, or within 30 miles of the asserted definite location of the Texas Pacific Railroad from Yuma by way of San Gorgonio Pass to San Diego.

The grant to the Southern Pacific Company was made by section 23 of the act entitled "An act to incorporate the Texas Pacific Railroad Company, and to aid in the construction of its road, and for other purposes." (16 Stat. 573. The act provided for the incorporation of the Texas Pacific Railroad Company, and authorized and empowered it to "lay out, locate, construct, furnish, maintain, and enjoy a continuous railroad and telegraph line, with the appurtenances, from a point at or near Marshall, county of Harrison, State of Texas; thence by the most direct and eligible route, to be determined by said company, near the thirty-second parallel of north latitude, to a point at or near El Paso; thence by the most direct and eligible route, to be selected by said company, through New Mexico and Arizona, to a point on the Rio Colorado, at or near the southeastern boundary of the State of California; thence by the most direct and eligible route to San Diego, California, to Ship's Channel, in the bay of San Diego, in the State of California, pursuing in the location thereof, as near as may be, the thirty-second parallel of north latitude."

By section 9 of the act, Congress, for the purpose of aiding in the construction of the railroad and telegraph line thus authorized, granted to the Texas Pacific Railroad Company, its successors and assigns, "every alternate section of public land, not mineral, designated by odd numbers, to the amount of 20 alternate sections per mile on each side of said railroad line, as such line may be adopted by said company, through the territories of the United States, and 10 alternate sections of land per mile on each side of said railroad in California, where

the same shall not have been sold, reserved, or otherwise disposed of by the United States, and to which a preemption or homestead claim may not have attached at the time the line of said road is definitely fixed."

The act further provided that in case any of the said lands shall have been sold, reserved, occupied, or preempted, or otherwise disposed of, other lands shall be selected in lieu thereof by the company, under the direction of the secretary of the interior, in alternate sections, and designated by odd numbers, not more than 10 miles beyond the limits of said alternate sections first above named, and not including the reserved numbers. It also declared that "if, in the too near approach of said railroad line to the boundary of Mexico, the number of sections of land to which the company is entitled cannot be selected immediately on the line of said railroad, or in lieu of mineral lands excluded from this grant, a like quantity of unoccupied and unappropriated agricultural lands, in odd-numbered sections, nearest the line of said railroad, may be selected as above provided," with other provisions not necessary to be stated.

By section 12 of the act it was provided that whenever the Texas Pacific Company shall complete the first and each succeeding section of 20 consecutive miles of the railroad authorized, and put the same in running order as a first-class road in all its appointments, it shall be the duty of the secretary of the interior to cause patents to be issued, conveying to the company the number of sections of land opposite to and coterminous with such completed road to which it shall be entitled for each section

so completed. By section 12 it was also provided that the Texas Pacific Company, within two years after the passage of the act, should designate the general route of its said road, as near as may be, and shall file a map of the same in the department of the interior, and that when that map is so filed the secretary of the interior, immediately thereafter, shall cause the lands within 40 miles on each side of said designated route within the territories, and 20 miles within the State of California, to be withdrawn from pre-emption, private entry, and sale.

Section 23 of the same act is as follows:

"That for the purpose of connecting the Texas Pacific Railroad with the city of San Francisco, the Southern Pacific Railroad Company of California is hereby authorized (subject to the laws of California), to construct a line of railroad from a point at or near the Tehachapi Pass, by way of Los Angeles, to the Texas Pacific Railroad at or near the Colorado river, with the same rights, grants, and privileges, and subject to the same limitations, restrictions, and conditions, as were granted to said Southern Pacific Railroad Company of California by the act of July 27, 1866; provided, however, that this section shall in no way affect or impair the rights, present or prospective, of the Atlantic & Pacific Railroad Company, or any other railroad company."

The act of July 27, 1866, is the act by which Congress created the Atlantic & Pacific Railroad Company, with authority to construct and maintain a line of railroad and telegraph from a point at or near Springfield, Missouri, to the western boundary line of that State; thence

by the most eligible railroad route, to be determined by the company, to the Canadian river; thence to Albuquerque on the river Del Norte; thence by way of Agua Frio, or other suitable pass, to the head waters of the Colorado Chiquito; thence along the thirty-fifth parallel of latitude, as near as might be suitable for a road route, to the Colorado river, at such point as might be selected by the company for crossing, and "thence by the most practicable and eligible route to the Pacific"; in aid of the construction of which road Congress granted to the Atlantic & Pacific Company every odd-numbered section of public land, not mineral, to the amount of 20 alternate sections per mile on each side of such line as the company might adopt through any territory of the United States, and 10 alternate sections per mile on each side of the line through any state, to which the United States had full title and not reserved, sold, granted, or otherwise appropriated, and free from pre-emption or other claims or rights, at the time the line of said road is designated by a plat thereof filed in the office of the commissioner of the general landoffice. (14 Stat. 292.)

By the eighteenth section of the act of July 27, 1866, the Southern Pacific Railroad Company was authorized to connect with the Atlantic & Pacific Railroad at such point near the boundary line of this state as it deemed most suitable for a railroad line to San Francisco, and to have a uniform gauge and rate of fare with that road; and in consideration thereof, to aid in its construction, "shall have similar grants of land, subject to all the conditions and limita-

tions herein provided, and shall be required to construct its road on like regulations as to time and manner, with the Atlantic & Pacific Railroad herein provided for."

On the 2d day of March, 1872, Congress passed an act supplementary to that of March 3, 1871, by which the name of the Texas Pacific Railroad Company was changed to "The Texas & Pacific Railway Company," and which, after providing for the issuance, and filing and recording in the department of the interior, of certain bonds and mortgages by that company, and providing that the road should be constructed with iron or steel rails manufactured from American ore, except such as may have been contracted for before consolidation by any railroad company which may be purchased by or consolidated with the grantee company, declared in section 5 thereof that the Texas & Pacific Railway Company should commence the construction of its road at or near Marshall, Texas, and should proceed with its construction on the line authorized by the original act, and so prosecute the same as to have at least 100 consecutive miles of railroad from Marshall, Texas, completed and in running order within two years thereafter; and so continue to construct, each year thereafter, a sufficient number of miles, not less than 100, to secure the completion of the whole line within ten years after the passage of the supplemental act; with a further provision that the company should "commence the construction of said road from San Diego eastward within one year from the passage of this act, and construct not less than 10 miles before the expiration of the second year, and after the second year not less than 25

miles per annum in continuous line thereafter between San Diego and the Colorado River until the junction is formed with the line from the east at the latter point, or east thereof; and, upon failure to so complete it, Congress may adopt such measures as it may deem necessary and proper to secure its speedy completion." (17 Stat. 59.)

On February 28, 1885, an act of Congress was approved declaring forfeited all of the lands granted to the Texas & Pacific Company, and the whole thereof "restored to the public domain and made subject to disposal under the general laws of the United States, as though said grant had never been made." (23 Stat. 337.)

From this brief review of the congressional legislation upon the subject, it will be seen that the grant to the Southern Pacific Railroad Company of March 3, 1871, in aid of the road it was thereby authorized to construct, was of such lands within the designated limits to which the United States had full title, and which were not reserved, sold, granted, or otherwise appropriated, and as were free from pre-emption or other claims or rights at the time the line of its road should be designated by a plat thereof filed in the office of the commissioner of the general landoffice. The grant, as has also been seen, was accompanied with the further provision that it should "in no way affect or impair the rights, present, or prospective, of the Atlantic & Pacific Railroad Company, or any other railroad company." We are, therefore, to inquire whether the Atlantic & Pacific or any other railroad company had acquired any present or prospective right to any of the lands in suit, and, if so, to which of said lands,

and, further, whether any of the lands in suit, and, if so, which of them, were reserved to the United States, or to which any other right or claim had attached, at the time of the filing in the general landoffice by the Southern Pacific Railroad Company of its map of the definite location of the road authorized to be built by it by section 23 of the act of March 3, 1871.

As the grants to the Southern Pacific and the Texas Pacific Railroad Companies were made by the same act and of the same date, the usual rule would give to each company one-half of such lands as fell within both grants. But the present case is taken out of the ordinary rule, as was expressly decided by the Supreme Court in the case of United States v. Colton Marble & Lime Co., 146 U. S. 615, 616, by the proviso annexed to the grant to the Southern Pacific Company; respecting which proviso the Supreme Court, in the case last cited, said: "It cannot be supposed that this proviso was meaningless, and that Congress intended nothing by it. Carefully inserted, in a way to distinguish this grant from ordinary later and conflicting grants, it must be held that Congress meant by it to impose limitations and restrictions different from those generally imposed in such cases, and it in substance declared that the Southern Pacific Company should not in any event take lands to which any other company had at the time a present or prospective right."

Proceeding in the case cited, the Supreme Court said:

"What were the prospective rights of the Atlantic & Pacific Company? Of course, it could not be known at the

time of the passage of the latter act exactly where the lands of the two companies would be located, and where the point of crossing would be. Neither could it then be known that there would be any deficiency in the granted lands at the point of crossing, or that, if such deficiency existed, it would require all the indemnity lands to make good the loss. It might well be assumed that very likely the Atlantic & Pacific Company would be called upon to select from the indemnity lands a portion sufficient to make good the deficiency in the granted limits. The right of selection was a prospective right, and, if it was to be fully exercised, no adverse title could be created to any lands within the indemnity limits. Suppose, for instance, it should turn out that only half of the indemnity lands were necessary to make good the deficiency, and that one-half of such lands were well watered and valuable, while the remainder were arid and comparatively valueless; obviously the right of selection would be seriously impaired if it were limited to only the arid and valueless tracts. In fact, every withdrawal of lands from the aggregate of those from which selection could be made would more or less impair the value of the right of selection. The only way in which force can be given to this proviso is to hold that the indemnity lands of the Atlantic & Pacific were exempted from the grant to the Southern Pacific, for, if not exempted, the former company's prospective right of selection would be to that extent impaired."

The Court was here speaking of the conflicting claims of the Southern Pacific and Atlantic & Pacific Railroad

Companies, but, as the proviso to the Southern Pacific grant also includes the "present or prospective" rights of "any other railroad company," it is obvious that the decision of the Supreme Court in the case cited is equally applicable to the conflicting claims of the Southern Pacific and Texas & Pacific Companies, and that, under that decision, any lands to which the Texas & Pacific Company had a present or prospective right at the time of the filing in the general landoffice by the Southern Pacific Company of its map of the definite location of the road it was authorized to build by section 23 of the act of March 3, 1871, were excluded from the grant thereby made. And as whatever rights the Texas & Pacific Company ever acquired to any of the lands in question continued to exist until the act of forfeiture passed by Congress, February 28, 1885, and as long before that time the Southern Pacific Company had built the road it was authorized to construct, and filed in the general landoffice maps showing its definite location, it follows that if, at the latter date, the lands in suit, or any of them, were for any reason reserved, or were lands to which the Texas & Pacific Company had acquired a present or prospective right, such lands did not pass to the Southern Pacific Company under its grant.

The case shows that the Texas & Pacific Railroad Company filed in the office of the secretary of the interior a map of the general route of its road on the 15th day of October, 1871, which map was accepted and approved by the secretary of the interior, and that thereupon an executive order was made withdrawing, for the benefit of that company, all of the public lands in California

designated by odd numbers, falling within 20 miles on either side of that line of its road. To all of such public lands the Texas & Pacific Company certainly had a "prospective," if not a "present," right, under the decision of the Supreme Court in United States v. Colton Marble & Lime Company, supra.

This 20-mile limit from the line of the general route of the Texas & Pacific Company, however, includes but a small part of the lands in controversy. The main contention in the case relates to those lands within the primary and indemnity limits of what the complainant contends was the definite location of the line of route of the Texas & Pacific Company extending from Yuma, by way of the San Gorgonio Pass, to San Diego.

On the part of the defendants it is insisted that the Texas & Pacific Company never had the right to locate or build any road from Yuma to San Diego by way of the San Gorgonio Pass, and that, if it ever had such right, it never, in fact, definitely located any such road.

That the Texas & Pacific Company never built the road authorized by Congress is conceded. It was for that reason that Congress, on the 28th day of February, 1885, declared forfeited the grant it had theretofore made in behalf of that company.

Recurring to the act of March 3, 1871, it is seen that the road the Texas & Pacific Company was authorized to build, and in aid of which that company's grant was made, was a road extending from Marshall, Texas, by the most direct and eligible route, to be determined by said company, near the thirty-second parallel of north lati-

tude, to a point at or near El Paso; thence by the most direct and eligible route, to be selected by said company, through New Mexico and Arizona, to a point on the Colorado river at or near the southeastern boundary of the State of California; thence by the most direct and eligible route to Ship's Channel in the bay of San Diego, California, pursuing in the location thereof, as near as may be, the thirty-second parallel of north latitude.

It is thus seen that Congress left it to the Texas & Pacific Company to determine the most direct and eligible route between Marshall, Texas, and a point at or near El Paso, and that it also left to that company the determination of the most direct and eligible route from the latter point, through New Mexico and Arizona, to a point on the Colorado river, at or near the southeastern boundary of the State of California; but from this latter point Congress saw proper to limit the discretionary power of the Texas & Pacific Company, and itself declared that, from the point the Texas & Pacific Company should locate on the Colorado river, the road should be extended by the most direct and eligible route to Ship's Channel in the bay of San Diego, "pursuing in the location thereof, as near as may be, the thirty-second parallel of north latitude."

And in the supplementary act of March 2, 1872, Congress, as has been seen, not only provided for the speedy commencement of the road at Marshall, Texas, and for its continuous prosecution and construction from that point "on the line authorized by the original act," but also provided that the company should "commence the

construction of said road from San Diego eastward, within one year from the passage of this act, and construct not less than 10 miles before the expiration of the second year, and after the second year not less than 25 miles per annum in continuous line thereafter between San Diego and the Colorado river, until the junction is formed with the line from the east at the latter point, or east thereof; and, upon failure to so complete it, Congress may adopt such measures as it may deem necessary and proper to secure its speedy completion."

In 1872 and 1873 the Texas & Pacific Company surveyed various lines between the Colorado river and the bay of San Diego. At that time Gen. G. M. Dodge was chief engineer of the company, and J. A. Evans and Joseph U. Crawford were two of its division engineers. The result of those surveys was embodied by the chief engineer in a report made by him to the president of the company on the 12th day of March, 1873. That report is in part as follows:

Office of the Chief Engineer.

Marshall, Texas, March 12th, 1873.

Hon. Thomas A. Scott, President.

Dear Sir: I have the honor to submit a preliminary report upon the surveys on the California Division between San Diego & Colorado river with a view of determining the route for adoption over that division.

The full report of all the surveys with maps, profiles, etc., will be made up by Mr. Evans hereafter, but from data forwarded to me by him I am able to place before the board sufficient information for them to determine upon the general route from San Diego east.

The lines examined are as follows:

The direct line from San Diego to Ft. Yuma, known as the "Otay Valley Line," 203 11-100 miles long.

The San Gorgonio Pass lines, numbered 1 to 4, marked "Main Line" and "A," "B," "C," "D," on maps.

No. 1. Main line, 313 miles long.

No. 2. The coast line, via Temecula creek, to the main line, thence by main line to the Pass, 308 73-100 miles.

No. 3. The coast line to Temecula, thence the main line to La Laguna, thence up the San Jacinto river and San Bernardino, 302 miles.

No. 4. The coast line, thence Temecula creek, thence line "D" direct to San Gorgonio Pass, 270 miles.

Warner's Pass line was not examined, our reconnoissance of it showing that it was impracticable as compared with other lines.

The prominent features of each line are, first:

Direct line crosses a barren, uninviting country, hanging to steep and perpendicular slopes, stubborn to overcome, and crossing valleys and ravines hundreds of feet high, passing the summit of the Sierra Nevadas at Walker's Summit, thence down Carissa Canyon to the desert, and thence to the Colorado at Fort Yuma. As an evidence of the character of the Carissa Canyon on the direct line, 7½ miles of that work is estimated to cost $240,000 per mile.

The Carissa Canyon is reported as very heavy work, the crossing of the streams and ravines requiring nearly 7,000,000 feet of timber and 600 feet Howe truss bridging, which must be built, as earth excavation cannot be

found to fill the chasms. It also has eleven tunnels in eleven miles.

It has 57 18-100 miles from 80 to 116 ft. maximum grade, and 11 61-100 miles of 116 ft. grade.

The ascent and descent to this line is 9,032 feet. After reaching the desert, lines cross the Sand Hills, composed of shifting sand, often changing miles in a single season. It is considered that if we take this route we will have to avoid these hills either by the south, which would take us into Mexico, or by the north, which would increase the distance some 18 miles. The distance upon the line as surveyed is 203 11-100 miles. Locally this is the line that is most desired by the people of San Diego. It is the shortest line on the surface and would have the least mileage to operate. It strikes the bay of San Diego direct from the east and would be the shortest line across the continent; but equated and reduced to level grade, and compared with San Gorgonio Pass lines, it is the longest line from Fort Yuma to San Diego. The estimates upon it have been made as closely as practicable, considering the nature of the country. It is impossible upon such grade to cover all contingencies, but estimates have been made as grades show on profile.

Mr. Evans thinks that his estimate covers the cost of the line. Upon the location of this line it is my opinion if we are forced to keep clear of the Sand Hills the distance will be increased to 220 miles.

In competition with this line we have the lines known as the San Gorgonio Pass lines, two of which are distinct lines to San Gorgonio Pass; the others being parts

of each of those lines. They are known as the "Main Line" and "Coast Line." From San Gorgonio Pass to Fort Yuma all are a common line.

No. 1. The main line commences at San Diego, follows a short distance up the San Diego river; thence across the drainage of the country to Temecula creek; thence by Temecula and La Laguna to the Rio de Santa Anna, and up that stream to the San Bernardino Valley, thence to San Gorgonio Pass. This is the longest of all the San Gorgonio Pass lines, and has the greatest ascent and descent, obtaining it in crossing the drainage from San Diego to Temecula, and will not, as a whole, come into comparison with some of the other lines. That portion of it from Temecula to the Santa Anna river, and thence by San Bernardino and San Gorgonio Pass, including a connection with Los Angeles, gives us the best connection north. This line is 313 miles long.

No. 4. The next line, known as the "Coast Line," and numbered "4," follows the coast from San Diego to the mouth of Temecula creek; thence up Temecula creek to Temecula; thence by line "D" direct to San Gorgonio Pass. This line is the shortest of the San Gorgonio Pass lines, and, as I calculate the cost, is the cheapest, though Mr. Evans makes the construction of it proper cost a little more than line 3.

This line is the proper line to adopt from San Diego to Temecula provided the San Gorgonio Pass route is taken. From Temecula to the San Gorgonio Pass we have examined four lines, and the examination reduces us to the choice of two.

This direct coast line has an elevation and depression of 8,133 feet, has 28 44-100 miles maximum grade 80 to 105 feet. It is least in curvature, and in a solely engineering point of view is the best of all the lines examined. When equated to a level grade it is 50 miles shorter than Otay Valley direct line.

No. 3 line is the same as the coast line to Temecula, thence runs by La Laguna; thence by San Jacinto river by line "B" to Riverside and San Bernardino; thence San Gorgonio Pass, 302 22-100 miles.

The great difficulty of overcoming the country between La Laguna and the San Jacinto, and up that river, throws it out of the comparison. It is mentioned here for the purpose of showing that we have thoroughly examined that country.

Line No. 2 is the same as the coast line to Temecula, thence the same as the main line to San Gorgonio Pass, passing the La Laguna to the Rio de Santa Anna through San Bernardino to the pass. By examining the tables of cost, grades, and distances, you will see that the decision upon the lines lies between this line and line "D" and the direct line by the Otay Valley.

If we aim for a connection with Los Angeles this line will give it to us better than line "D." If we regard Los Angeles and Temecula as fixed points, the distances would compare as follows:

Temecula to the Pass, Line "D"	40 miles.
Los Angeles to San Bernardino	54 "
San Bernardino to Pass	18 "
Total	112 miles.

This is with a view of taking the produce of Los Angeles to San Diego, and it would run from Los Angeles to San Bernardino; then to San Gorgonio Pass; thence down line "D" to San Diego.

From Temecula to Los Angeles via main line	74 miles
Temecula to Temecula Pass	44 "
Total	118 miles.

Making it six miles longer. To overcome this six miles we make the elevation to San Gorgonio Pass on this line but once, while on line "D" it is made twice; it would have to be done on both lines provided the intersections were made at the summit instead of at Temecula. I submit tables of grades and of the cost of the lines as obtained from the estimates of Mr. Evans.

Embodied in this report were estimates of division engineer Evans showing the cost of the line by way of Otay Valley to be $12,441,706.97, and the cost of the line by way of San Gorgonio Pass to be $6,441,706.97.

This report of the chief engineer having been by the president of the company submitted to its board of directors, that board, on April 4, 1873, adopted this resolution:

"On motion it was resolved that the line by San Gorgonio Pass known as 'Number 4' be, and the same is hereby, adopted as the route from San Diego, with such modifications as in the judgment of the president may be to the best interests of the company."

In May, 1874, Gen. Dodge, as chief engineer, in a report to the company, thus described the line of road from Yuma to San Diego:

"Beginning at Fort Yuma: From there the line runs in a northwesterly direction, passing to the north of the Sand Hills and across the Salt Lake district of the Colorado desert of California, over which our line for 45 miles is below sea level, the lowest point being 290 feet below tide water. In crossing this, the line passes on the north margin of the Salt Lake of the Colorado desert, leaving the mud volcanoes about five miles to the south, and the Dos Palmos stage station about the same distance to the north, we reach the Cabazon Valley, 113 miles from Ft. Yuma; thence on nearly the same course 50 miles, to the summit of San Gorgonio Pass, running 1¼ miles south of White Water stage station, and one mile south of Devontine's ranch, reaching the summit 2½ miles south of Edgar's ranch. This pass is 2,621 feet above tide water, and its small elevation must be considered remarkable, as it lies between the San Bernardino and San Jacinto mountains, the highest peaks of the range. Leaving San Gorgonio Pass, our course is southwest, passing down one of the tributaries of the San Jacinto, which is known as the Potrero (or Pocket) of the San Jacinto, to the San Jacinto Plains and Temecula Plains. These plains lie between the main range and the Santa Ana range, and down the Temecula Plains to the head of Temecula Canyon, and down the canyon, where the Temecula breaks through the Santa Ana range, 10 miles to the open valley, striking the coast near the Santa Margarita

ranches, about 40 miles north of San Diego; then south and down the coast on the western slope of the Soledad mountains, crossing the Soledad, San Luis Rey, San Dieguito, the ravine of La Jolla, skirting False bay; then to the shore of San Diego bay, and along the shore of the bay to the depot grounds of the Texas Pacific Railway below the Pacific Steamship Company's wharf. Distance from the Pima villages on the Gila river 444.4 miles."

It is this line that the complainant claims is the line of definite location of the Texas & Pacific Company.

Assuming, for the present, that the line thus described was definitely located, we proceed to inquire whether it was the line authorized to be built by the Texas & Pacific Company by the acts of Congress in question.

It is not denied that the Otay line referred to in this report of the chief engineer of the Texas & Pacific Company, made on the 12th day of March, 1873, is the direct line between Yuma and San Diego, and approximately corresponds with the map of general route filed by that company in the office of the secretary of the interior. It pursues, too, "as near as may be," the thirty-second parallel of north latitude, approaching within a few miles the boundary line between the United States and Mexico.

The line of route described by the chief engineer of the company in his report of May, 1874, and contended on the part of the complainant to be the line definitely located by the company, starts at Yuma, and runs in a northwesterly direction 163 miles to the summit of San Gorgonio Pass (about the thirty-fourth parallel of north latitude), and runs thence southwesterly to the Pacific coast,

and thence south 40 miles down the coast to the bay of San Diego.

It is thus seen that this line, so far from pursuing, as near as may be, the thirty-second parallel of north latitude from Yuma to San Diego, and running eastward from San Diego, as Congress explicitly declared it should do, runs north from San Diego, a distance of 40 miles, and thence northeasterly until it practically reaches the thirty-fourth parallel of north latitude. Not only so, but from San Gorgonio Pass to Yuma it practically parallels the other road provided by the very same act of Congress should connect, at or near the Colorado river, with the Texas & Pacific road authorized to be built.

It seems entirely clear to me that the Texas & Pacific Company was not authorized to locate or build any such road. It was not the road contemplated by Congress. It was not the road indicated upon the map of general route filed by that company in the office of the secretary of the interior, which map, so far as appears, was the only map that company ever did file in the general landoffice indicating any line between Yuma and San Diego. Congress, as the acts in question plainly show, provided for two railroads west of the Colorado river, and provided for their junction at or near that river—one, the Texas & Pacific, to extend from that point of junction westward, by the most direct and eligible route, pursuing, as near as may be, the thirty-second parallel of north latitude to Ship's Channel, in the bay of San Diego; and the other, the Southern Pacific, to connect therewith at or near the Colorado river, and to build from that point by way of Los

Angeles (necessarily through the San Gorgonio Pass) to a point at or near the Tehachapi Pass, the declared purpose being to thereby connect the Texas & Pacific Railroad with the city of San Francisco.

In this respect the act under consideration is much like the Northern Pacific act of July 2, 1864 (13 Stat. 365). By that act the Northern Pacific Railroad Company was incorporated with authority to construct and to maintain a continuous railroad and telegraph line "beginning at a point on Lake Superior in the State of Minnesota or Wisconsin; thence westerly by the most eligible railroad route as shall be determined by said company within the territory of the United States, on a line north of the forty-fifth degree of latitude, to some point on Puget Sound, with a branch via the valley of the Columbia river to a point at or near Portland, in the State of Oregon, leaving the main trunk line at the most suitable place not more than three hundred miles from its western terminus." In aid of that line certain lands were by the act granted to the Northern Pacific Company. By a joint resolution of Congress approved April 10, 1869, it was provided that "the Northern Pacific Railroad Company be, and hereby is, authorized to extend its branch line from a point at or near Portland, Oregon, to some suitable point on Puget Sound to be determined by said company, and also to connect the same with its main line west of the Cascade mountains, in the territory of Washington; said extension being subject to all of the conditions and provisions, and said company, in respect thereto, being entitled to all the rights and privileges, conferred by the act incor-

porating said company, and all acts additional to and amendatory thereof; provided, that said company shall not be entitled to any subsidy in moneys, bonds, or additional lands of the United States in respect to said extension of its branch line as aforesaid, except such lands as may be included in the right of way on the line of such extension as it may be located; and provided, further, that at least twenty-five miles of said extension shall be constructed before the second day of July, eighteen hundred and seventy-one, and forty miles per year thereafter, until the whole of said extension shall be completed." (16 Stat. 57.)

On the 4th day of May, 1870, Congress, for the purpose of aiding in the construction of a railroad and telegraph line from Portland to Astoria, and a suitable point of junction near Forest Grove to the Yamhill river near McMinnville in the State of Oregon, granted to the Oregon Central Railroad Company, a corporation of Oregon, then engaged in constructing said road, and to their successors and assigns, a right of way, etc., and also certain lands, which company accepted the grant, and on the 31st of January, 1872, filed its map of definite location of a proposed line of road from Astoria to Castor creek, near Forest Grove. On the 31st day of May, 1870, Congress passed a joint resolution providing "that the Northern Pacific Railroad Company be, and hereby is, authorized * * * to locate and construct, under the provisions, and with the privileges, grants, and duties provided for in its act of incorporation, its main road to some point on Puget Sound, via the valley of the Columbia river, with

the right to locate and construct its branch from some convenient point on its main trunk line across the Cascade Mountains to Puget Sound; and in the event of there not being, in any State or territory in which said main line or branch may be located at the time of the final location thereof, the amount of lands per mile granted by Congress to said company, within the limits prescribed by its charter, then said company shall be entitled, under the directions of the secretary of the interior, to receive so many sections of land belonging to the United States, and designated by odd numbers, in such State or territory within ten miles on each side of said road, beyond the limits prescribed in said charter, as will make up such deficiency, on said main line or branch, except mineral and other lands as excepted in the charter of said company of eighteen hundred and sixty-four, to the amount of the lands that have been granted, sold, reserved, occupied by homestead settlers, pre-empted, or otherwise disposed of subsequent to the passage of the act of July 2, 1864. And that 25 miles of said main line between its western terminus and the city of Portland, in the State of Oregon, shall be completed by the first day of January, Anno Domini eighteen hundred and seventy-two, and forty miles of the remaining portion thereof each year thereafter until the whole shall be completed between said points." (16 Stat. 378.)

In the case of the United States vs. Northern Pacific R. Co., 152 U. S. 284, 292, the question arose whether the act of July 2, 1864, contained a grant of lands in aid of the construction by the Northern Pacific Railroad Com-

pany of a railroad and telegraph line from Portland to Puget Sound? The Court said:

"Although that act allowed the company to adopt the most eligible route within the territory of the United States north of the forty-fifth degree of latitude, it is clear that Congress contemplated the construction of a main trunk line between Lake Superior and Puget Sound, which would not touch any point 'at or near Portland,' and the western end of which would be east and northeast of a direct line between Portland and Puget Sound, and, in addition, a branch line leaving the main trunk line at some suitable place not more than three hundred miles from its western terminus, and extending, 'via the valley of the Columbia river, to a point at or near Portland.' If the main line, as originally indicated by the act of 1864, had been established on the route between Portland and Puget Sound, the branch line could not have left the main line at some point not more than three hundred miles from its western terminus, and extended via the valley of the Columbia river to a point at or near Portland. The authority given to the company to adopt the most eligible route did not authorize it, by a map of general route, to cover an unlimited extent of country north of the forty-fifth degree of latitude. On the contrary, as said in St. Paul & Pacific Railroad vs. Northern Pacific Railroad, 139 U. S. 1, 13, 'when the termini of a railroad are mentioned, for whose construction a grant is made, the extent of which is dependent upon the distance between those points, the road should be constructed upon the most direct and practicable line. No unnecessary de-

viation from such line would be deemed within the contemplation of the grantor, and would be rejected as not in accordance with the grant.' "

Not only do I think that the Texas & Pacific Company was not authorized to locate or build any road through the San Gorgonio Pass, but I am also of opinion that the evidence in the case fails far short of showing that it ever did in fact definitely locate any such line. It is not enough that the chief engineer of the road said in his report made to the company in May, 1874, that "the route of the road has been definitely fixed," nor is it enough that the company, in its annual report made to the secretary of the interior under oath, for the year ending June 30, 1874, contained "a description of the line of route surveyed and fixed upon for construction."

That annual report, like others of a similar character referred to in the record, was made under and pursuant to the provisions of section 13 of the granting act of March 3, 1871, which declares "that the president of the company shall annually upon the first day of July, make a report and file it with the secretary of the interior, which report shall be under oath, respecting the financial condition of the company, the amount of money received and expended, and the number of miles of road constructed each year; and, further, the names and residences of the stockholders, of the directors, and of all other officers of the company; the amount of stock subscribed; the amount thereof actually paid in; a description of the lines of road surveyed and fixed upon for construction; the amount received from passengers and for

freight, respectively, on the road; a statement of the expenses of said road, and its fixtures; and a statement of the indebtedness of said company, and the various kinds thereof."

The statement of an officer of a road that there has been a definite location of the line of the road authorized to be constructed, does not establish the fact, in the absence of a statute attributing such effect to such a statement. In this case there is no such statute. Whether or not the line was definitely located is a question of fact to be determined from the evidence. It is not pretended that any map was ever filed by the Texas & Pacific Company in the general landoffice showing any such definite location. The line contended for on the part of the complainant was undoubtedly surveyed in the field and staked upon the ground; but there is not only no sufficient evidence of its adoption by the Texas & Pacific Company as its line of definite location (which term necessarily imports that it had passed beyond the power of the company to alter it in any respect), but the very resolution relied upon by the Government as an adoption of the line as one of definite location, upon its face shows that it was subject to change by the company, for it in terms adopts it "with such modifications as in the judgment of the president may be to the best interests of the company."

And there is an abundance of other evidence going to show that the route of the Texas Pacific road never was definitely fixed. The surveys in the field by way of San Gorgonio Pass were made by Joseph U. Crawford, those

by way of the Otay Valley (the direct line) by engineer Reno, and those by way of Julian and Warner's Pass by engineer Wood.

Crawford's deposition was given in this suit in November, 1897, and in it he states that he made his surveys in the autumn of 1872; that he surveyed the line from Yuma to the summit of the San Gorgonio Pass, and from that summit down the San Jacinto, across the Temecula Plains to the canyon of that name, and thence down the coast to the bay of San Diego, and "chained and staked it in order to obtain the topography, and in order to construct a profile and make a close estimate"; that according to his recollection he drove stakes every 200 feet on the desert, and every 100 feet on the grade; that he thereafter prepared 'maps of different scales, and did all the necessary office work in order to get up a proper and reliable estimate," and turned them over to his superior officer, Major Evans, who had charge in California of all three of the surveying parties, and to whom Crawford, Reno, and Wood all reported the results of their surveys. The survey made by Crawford of the line now claimed on the part of the complainant to be that of definite location, it will be observed, was made in the fall of 1872—the year preceding that in which the board of directors of the Texas Pacific Company adopted the route recommended by the chief engineer, "with such modifications as, in the judgment of the president, may be to the best interests of the company." That resolution was passed April 4, 1873. It is not claimed that there was any subsequent survey in the field of a route by way of San

Gorgonio Pass. These facts are of themselves enough to show that the route by way of San Gorgonio Pass was never definitely fixed, which term, as has been said, imports that it is no longer subject to change by the company making it. The report made to the board of directors of the company by the chief engineer, upon which the above resolution was passed, was based upon the report to him of Major Davis, of February 3, 1873, with respect to the availability of the different routes through the mountains between Yuma and the bay of San Diego. Being asked whether, from his knowledge of the topography and grades, that report was substantially correct, the witness Crawford answered: "I don't think they had developed a practicable line, on what we called a direct line, from San Diego to Fort Yuma along the southern boundary. Q. At that time, you mean? A. At that time, or even since. Q. Well, what do you say as to the estimates of Major Evans in that report as to measuring grades and altitudes against distances? A. I think that Major Evans' report, wherein he advised the adoption of the line by San Gorgonio Pass as being commercially the shorter line, and best for the company, was correct."

The witness Crawford further testifies that about the year 1877 he was asked by Mr. Bond, vice-president of the Texas & Pacific Company, to go to San Diego and try to reduce the quantities upon the direct line surveyed by Reno. "I went there," said the witness, "and reconnoitered the ground; organized a surveying party, and was in the field for two or three months—as long as they

would pay anything—and as a result I reported a very heavy reduction upon Reno's quantities upon the western slope of the Sierras upon the direct line. Frank Bond then communicated with General Dodge, and General Dodge sent Evans back to California to see me, and to see wherein this reduction could have been made, and whether he would acknowledge that I had improved upon the Reno survey; and I understood—I have not seen Evans' report to Bond and General Dodge—but I understand he acknowledged that I made a heavy reduction. On the strength of that the people of San Diego appointed me with David Felsenheld as a committee, and I went to Washington in the winter of '77-'78 and appeared before the committee on the Pacific Railroad, and did all I could to get the direct line constructed. At that time, if my memory serves me, the Southern Pacific had constructed through San Gorgonio Pass."

Certainly, this very clearly shows that as late as 1877 the route of the Texas & Pacific Company had not been definitely fixed.

The same fact is clearly shown by the following extract taken from the address of Mr. John C. Brown on February 22, 1876, before the committee of Congress on the Texas & Pacific Railroads, he being at the time vice-president of the Texas & Pacific Company:

"I wish to state, in reply to Mr. Huntington, when he says that Colonel Scott two years ago declared that the road could not be constructed over the direct route from Yuma to San Diego, that we have since that time had

skillful and intelligent engineers to go over that country, and they have explored canyons and passes not before examined by our engineers, and revised the former line; and they report that the direct line is entirely practicable, and that it can be built at much less cost than similar work done on the Southern Pacific or Central Pacific roads. We have a profile of the route and the report of the engineer, and know certainly that we can build from Fort Yuma through to San Diego at a cost of less than $36,000 a mile on the average. There are 30 miles of this route which will be very expensive; some of it may cost $250,000 to $300,000 per mile; but the average will not exceed $36,000 per mile."

These facts, and others of a similar nature appearing in the record, make it perfectly clear that there never was any definite location of the Texas Pacific Railroad, and, as a consequence, that none of the lands in suit, covered by the grant of March 3, 1871, to the Southern Pacific Company, are excluded therefrom by reason of any definite location of the Texas & Pacific Company.

That the piece of land claimed by the defendant Crawford was not subject to settlement by him in 1887 is shown by the case in this court of Southern Pacific Railroad Company v. Groeck, the opinion in which was filed April 3, 1899.

That the lands patented to the defendant railroad company, and by it contracted to be sold and conveyed to the defendant Colorado River Irrigation Company, are protected by the confirmatory act of Congress of March 2, 1896 (29 Stat. 42), supplementing that of March 3, 1887,

(24 Stats. 556), is shown by the decisions of this Court in the cases of United States vs. Southern Pacific Railroad Company et al., 86 Fed. Rep. 962, and United States vs. Southern Pacific Railroad Company et al., 88 Fed. Rep. 832.

That the defendant trustees of the Southern Pacific Company have no greater rights in respect to the lands in suit than has that company is also shown by the decision in United States vs. Southern Pacific Railroad Company et al., 86 Fed. Rep. 962, and cases there cited.

A decree will be entered in accordance with the views above expressed.

ROSS,
Circuit Judge.

[Endorsed]: No. 675. United States Circuit Court, Ninth Circuit, Southern District of California. United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants. Opinion filed April 10, 1899. Wm. Van Dyke, Clerk. By E. H. Owen, Deputy.

In the Circuit Court of the United States for the Ninth Circuit, Southern District of California.

UNITED STATES OF AMERICA,
Plaintiff,

vs.

SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Defendants.

No. 587.

Motion of Southern Pacific Company to Set Aside Service of Summons.

Now comes the defendant Southern Pacific Company, and, appearing only for the purpose of this motion, moves this Honorable Court:

I.

To set aside and quash the attempted service of the summons upon the Southern Pacific Company, upon the grounds that said attempted service was not made upon the managing agent, business agent, cashier, or secretary of the said defendant corporation, or upon any person upon whom service of summons is authorized by law.

II.

To set aside and vacate the attempted service of summons in this case upon the defendant the Southern Pa-

cific Company, upon the ground that this Court has no jurisdiction of said defendant.

Said motion will be made upon the files and records in this cause, and upon the affidavit of J. A. Muir herewith filed.

BICKNELL & TRASK,
Appearing specially for said Defendant for the Purpose of said Motion.

[Endorsed]: No. 587. In the Circuit Court of the United States in and for the Ninth Circuit, Southern District of California. United States of America, Plaintiff, vs. Southern Pacific Railroad Co. et al., Defendants. Motion to set aside service of summons. Filed April 2, 1894. Wm. M. Van Dyke, Clerk. Bicknell & Trask, Fulton Block, Los Angeles, Cal., Special Solicitors for Defendant, Southern Pacific Co.

In the Circuit Court of the United States for the Ninth Circuit, Southern District of California.

UNITED STATES OF AMERICA, Plaintiff,

vs.

SOUTHERN PACIFIC RAILROAD COMPANY et al., Defendants.

No. 587.

State of California, County of Los Angeles. } ss.

Affidavit of J. A. Muir.

J. A. Muir, being duly sworn, deposes and says: That he is and was at all of the dates hereinafter mentioned in the employ of the defendant Southern Pacific Company, as division superintendent, and as such had charge, under the direction of A. N. Towne, second vice-president and general manager of said company, of the operating department of the line of the railroad operated by the Southern Pacific Company, said division extending from the city of Los Angeles to Yuma, Arizona territory, and branches operated by said Southern Pacific Company entering Los Angeles.

That said Southern Pacific Company is a corporation duly created and existing under the laws of the State of

Kentucky, and said corporation is operating a railroad in the State of California, extending from Portland, Oregon, south through the State of Oregon, and through the State of California, territories of Arizona, New Mexico, and State of Texas, to New Orleans, in the State of Louisiana; and also a line from San Francisco, through Nevada, to Ogden, in the territory of Utah, with several branches on said main lines.

That the principal place of business of said corporation in this State is at the city and county of San Francisco, and said corporation did, on the ninth day of December, 1884, by an order of its board of directors at a meeting duly held, designate William E. Brown, residing in the city and county of San Francisco, as the person upon whom process issued by the authority of or under any laws of the State of California may be served.

That a notice of the designation of said agent of the Southern Pacific Company was duly filed in the office of the secretary of state of the State of California on the twenty-fourth day of December, 1884.

Deponent further says that he is not, and never has been, the managing agent or business agent, cashier or secretary of said Southern Pacific Company within the State of California or elsewhere.

That for more than three months last past the following named officers of said company have resided, and still de reside, in San Francisco, in the State of California, and during all of said times have filled said offices, to wit:

Charles F. Crocker, vice-president; A. N. Towne, second vice-president and general manager; G. L. Lansing, secretary; N. T. Smith, treasurer.

That service of summons in said action was made upon deponent on February 21, 1894.

J. A. MUIR.

Subscribed and sworn to before me, this second day of April, 1894.

[Seal] WM. M. VAN DYKE,

Clerk and Commissioner of U. S. Circuit Court, Southern District of California.

[Endorsed]: No. 587. In the Circuit Court of the United States, in and for the Ninth Circuit, Southern District of California. United States of America, Plaintiff, vs. Southern Pacific Railroad Co. et al., Defendants. Affidavit of J. A. Muir. Filed April 2, 1894. Wm. M. Van Dyke, Clerk. Bicknell & Trask, rooms 14, 15, and 16, Fulton Block, Los Angeles, Cal., appearing specially for defendant Southern Pacific Co.

At a stated term to wit, the January term, A. D. 1894, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Monday, the seventh day of May, in the year of our Lord, one thousand eight hundred and ninety-four. Present: The Honorable ERSKINE M. ROSS, District Judge. United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants.

County of Los Angeles, }
State of California. }

UNITED STATES OF AMERICA,
Complainants,

vs.

SOUTHERN PACIFIC RAILROAD COMPANY et al., } No. 587.
Defendants.

Affidavit of Publication of Order Directing Absent Defendants to Appear.

It having been made to appear to the Court that this is a suit to enforce a claim to certain real estate situated within this judicial district, the Southern District of California, and to remove a cloud upon the title to such real estate, and it further appearing to the Court that the Central Trust Company of New York, the Colorado River Irrigation Company, and D. O. Mills, trustee, defendants in said suit, are not inhabitants of and cannot be found within this State of California, and that neither of them is an inhabitant of, and neither of them can be found within this said State of California, and that said defendants will not voluntarily appear in said suit, and that it is not practicable to serve such defendants personally, nor any person or persons in possession or charge of said real estate, now, therefore, upon motion of Joseph H. Call, Esq., special assistant United States attorney for the Southern District of California, of counsel for complainants, in open court, it is ordered by the Court that the following named defendants in this suit, to wit, the

Central Trust Company of New York, the Colorado River Irrigation Company, and D. O. Mills, trustee, be required and hereby are ordered to appear in this court by the second day of July, 1894, and to plead, answer, or demur to the bill of complaint herein by the sixth day of August, 1894, and that a copy of this order certified by the clerk shall be published in the Daily Journal (a newspaper printed and published in the city and county of Los Angeles, State of California) once a week for six consecutive weeks between the date of this order and the second day of July, 1894.

I, Wm. M. Van Dyke, clerk of the Circuit Court of the United States, for the Southern District of California, do hereby certify the foregoing to be a full, true, and correct copy of an original order made and entered by said Court, May 7, 1894, in the cause, entitled The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 587, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court, this eighth day of May, A. D. 1894.

[Seal] WM. M. VAN DYKE,
Clerk.

State of California,
County of Los Angeles. } ss.

C. W. Smith, of said county and state, being duly sworn, says: That he is and at all the times herein mentioned was a citizen of the United States, over eighteen years of age, and not a party to nor interested in the

above entitled action; that he is the principal clerk of the printer, publisher, and proprietor of "The Daily Journal," a newspaper printed and published daily in the said Los Angeles county; that the order directing absent defendants to appear in the above-entitled action, of which the annexed is a printed copy, was published in said newspaper at least once a week for six successive weeks, on the following days, to wit: May 12th, 19th, 26th; June 2d, 9th, 16th, 23d, 30th; all in 1894.

C. W. SMITH.

Subscribed and sworn to before me, this sixteenth day of July, 1894.

[Seal] A. C. BRODERSEN,
Notary Public.

[Endorsed]: No. 587. State of California, county of Los Angeles. United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants. Affidavit of publication of order directing absent defendants to appear. Filed July 16, 1894. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the January term, A. D. 1895, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Wednesday, the twenty-third day of January, in the year of our Lord, one thousand eight hundred and ninety-five. Present: The Honorable ERSKINE M. ROSS, District Judge.

UNITED STATES OF AMERICA,
Complainants,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Defendants.
No. 587.

Order as to Use of Documentary Evidence from Other Causes, and Appointing Special Examiner.

On this twenty-third day of January, A. D. 1895, in open court, upon motion of Joseph H. Call, Esq., special United States attorney, and due notice having been given to counsel for the defendants and cause appearing therefor, it is ordered by the Court that in taking testimony in said cause before any master or examiner of the court, either party may introduce and use in evidence, subject to all other legal objections, any papers, records, depositions, exhibits or documentary evidence on file or of record in the cases of United States vs. Southern Pacific Railroad Company et al., numbered 68, 177, and 184 on the docket of this Court or in either of said cases, and, when so introduced in evidence and properly identified, such papers, records, depositions, exhibits, and documentary evidence shall be returned to their proper files in this Court.

And it is further ordered upon motion of counsel for complainant (notice to the defendants having been given by him that he desires the evidence to be adduced in said cause to be taken orally), and that all the witnesses to be examined shall be examined before one of the exami-

ners of the Court or before an examiner to be specially appointed by the Court.

And it is further ordered that Leo Longley be, and he is hereby, appointed a special examiner of this Court to take the testimony in said cause, which he may take in shorthand, and thereafter reduce it to writing or typewriting; and upon motion of counsel for complainant it is ordered that the complainant shall have thirty days from the date of this order within which to take its evidence in support of the bill, and thereafter, or from such time as complainant's counsel shall notify defendants' counsel that the complainant has completed the taking of its testimony in chief in support of the bill, the defendants shall have 60 days within which to take their evidence in defense, and thereafter, or from such date as defendants shall have completed the taking of their evidence in defense, the complainants shall have thirty days to take its testimony in reply.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

IN EQUITY.

UNITED STATES OF AMERICA, Plaintiff,
vs.
SOUTHERN PACIFIC RAILROAD COMPANY et al., Defendants.
No. 587.

Stipulation.

It is hereby stipulated and agreed that no objection shall be made as to any evidence heretofore offered by either party in this case, upon the ground that such evidence was not offered in time, or that it is not in rebuttal, or because it is evidence in another case; and either party may, at any time before the day set for the argument of this case, introduce documentary evidence from the public records of any department of the United States, subject to such objections as may be interposed, other than those specified above.

JOSEPH H. CALL,
Special U. S. Attorney.

WM. SINGER, Jr.,
Attorney for the Defendants.

[Endorsed]: No. 587. Circuit Court, Ninth Circuit, Southern District of California. The United States of America vs. The Southern Pacific Railroad Co. et al. Stipulation. Filed January 2, 1896. Wm. M. Van Dyke, Clerk. Wm. Singer, Jr., Attorney for Defendant, Union Trust Building, San Francisco, Cal.

In the United States Circuit Court, Southern District of California, Ninth Circuit.

UNITED STATES,
Plaintiffs,
vs.
SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS, Trustee, THE CENTRAL TRUST COMPANY, OF NEW YORK et al.,
Defendants.
No. 675.

SAME,
vs.
SAME.
No. 587.

SAME,
vs.
SAME.
No. 662.

Motion to Consolidate Causes Nos. 587, 662, and 675.

To the defendants in the above-entitled cases, and to William Singer, Jr., Bicknell & Trask, and Page, McCutchen & Eells, their solicitors:

You will please take notice that on Monday, the ninth day of March, 1896, at the hour of ten o'clock and thirty

minutes, A. M., or as soon thereafter as the matter can be heard, the United States will apply to the above-entitled Court at the federal court building in the city of Los Angeles California, in pursuance of section 921, United States Revised Statutes, for an order consolidating said three suits, and a further order that they be heard together upon a single record, and that the plaintiffs may have leave to file an amended bill of complaint in such consolidated cases, and that such consolidated cases shall be numbered 675.

JOSEPH H. CALL,
Special Asst. U. S. Attorney.

[Endorsed]: Nos. 675, 587, 662. United States Circuit Court, Southern District of California. United States vs. Southern Pacific Railroad Co. et al. Same vs. Same. Same vs. Same. Motion. Received copy of within notice, this third day of March, 1896. Bicknell & Trask, Wm. Singer, Jr., C., Attorneys for Defendants. Filed March 3, 1896. Wm. M. Van Dyke, Clerk. Joseph H. Call, Special U. S. Attorney.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

UNITED STATES,

Plaintiff,

vs.

SOUTHERN PACIFIC RAILROAD COMPANY et al.,

Defendants.

Consolidated No. 675.

Stipulation Amending Report of Testimony.

It is agreed that defendants' offer of Exhibit No. 18, on July 6, 1895, before Special Examiner Potter, in case No. 587, was by reference to defendants' Exhibit No. 59 in case No. 184; and the clerk of this Court is respectfully asked to erase "39," and substitute "59" therefor, in Special Examiner Potter's report of the defendants' said offer of defendants' Exhibit No. 18.

JOSEPH H. CALL,
Special Assistant U. S. Attorney.

WM. SINGER, Jr.,
Attorney for the Defendants.

[Endorsed]: Consolidated No. 675. United States Circuit Court, Ninth Circuit, Southern District of California. United States vs. Southern Pacific R. R. Co. et al. Stipulation amending report of testimony. Filed January 24, 1899. Wm. M. Van Dyke, Clerk. Wm. Singer, Jr., Rooms 61-2, Union Trust Building, San Francisco, Cal., Attorney for defendants.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES OF AMERICA, Complainants,

vs.

SOUTHERN PACIFIC RAILROAD COMPANY et al., Defendants.

Consolidated No. 675.

Order Correcting Examiner's Report.

Pursuant to the stipulation signed by the solicitors for the respective parties to the above-entitled cause, and it appearing to the Court therefrom that defendants' offer of Exhibit No. 18, on July 6, 1895, before Special Examiner Potter, in case No. 587, was by reference to defendants' Exhibit No. 59 in case No. 184, it is hereby ordered that the clerk of this Court erase "39" and substitute "59" therefor, in said Special Examiner Potter's report of the defendants' said offer of defendants' Exhibit No. 18.

Dated: Los Angeles, January 24, 1899.

ROSS,

Circuit Judge.

[Endorsed]: 675. United States Circuit Court, Southern District of California. The United States of America vs. Southern Pacific Railroad Company. Order correcting examiner's report. Filed January 24, 1899. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the January term, A. D. 1899, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Monday, the seventeenth day of April, in the year of our Lord, one thousand eight hundred and ninety-nine. Present: The Honorable ERSKINE M. ROSS, Circuit Judge.

UNITED STATES OF AMERICA, Complainant, vs. SOUTHERN PACIFIC RAILROAD COMPANY et al., Defendants.	Consolidated Nos. 587, 675, 662.

Order Allowing Defendant to File Exhibit Nunc Pro Tunc.

Upon motion of William Singer, Jr., counsel for defendants, and Joseph H. Call, special U. S. attorney, consenting thereto.

It is ordered that the defendants may file in evidence in this cause, nunc pro tunc, as of date of the filing of the deposition in this cause of W. H. H. Hart, the original of a contract dated December 8, 1893, between the Southern Pacific Railroad Company and the Colorado River Irrigation Company, number 11,322, and, upon filing such contract, that the original may be withdrawn upon substitut-

ing a copy duly certified by the clerk of this court, said original contract and substituted copy to be subject to all valid objections as to its competency, by the United States.

Defendants' Exhibit No. 46.

(Before Special Examiner Potter.)

Contract No. 11,322.

This agreement, made and entered into in duplicate this eighth day of December, 1893, between the Southern Pacific Railroad Company, a corporation duly organized and existing under the laws of the United States and of the State of California, party of the first part, and the Colorado River Irrigation Company, a corporation duly organized and existing under the laws of the State of Colorado, party of the second part, witnesseth as follows:

First. The party of the first part agrees to sell and convey to the party of the second part, for the price of two dollars and fifty cents ($2.50) per acre, in U. S. gold coin, on the terms hereinafter specified, its unimproved odd-numbered sections of land situate in Riverside and San Diego counties, in the State of California, in the territory lying between the following boundaries, viz: On the south, the international line separating California from Mexico; on the north, the railroad station at Indio in Riverside county, California; on the east and west, the east and west branches of the canals of said Colorado River Irrigation Company as finally surveyed and located by the said party of the second part, and generally desig-

nated upon the annexed map marked "A," and made a part hereof; and, for the purpose of obtaining a more particular description of the said east and west boundaries, the said party of the second part hereby agrees that it will, on or before July 1, 1895, finally survey and locate upon the ground the said eastern and western branches of its canals above mentioned, and will furnish to the party of the first part a plat or map of such survey and location within said time; and immediately thereupon the parties hereto will execute a supplemental agreement with map or plat attached, particularly defining and designating the said eastern and western boundaries of the land above mentioned and herein agreed to be sold and conveyed.

Second. The party of the second part agrees to buy from the party of the first part the lands mentioned above in the first article of this agreement, and to pay therefor two dollars and fifty cents ($2.50) per acre, at the times and with the interest as hereinafter stated.

Third. It is agreed by and between the parties hereto, and the understanding is, that there is expressly excepted and withheld from this contract, all rights of way now used or that may be hereafter required by the party of the first part for the main line, branches, side tracks and switches of its railroad; also all lands that are or may hereafter be required for railroad yards, or terminals, or depots, shops, warehouses, hotels, station buildings, and for all uses incidental or convenient to the operating of its railroads or the development of its railroad business; also all parcels of land in said odd-numbered sections

heretofore conveyed or contracted to be conveyed by the party of the first part, but no deduction from the acreage of lands to be paid for hereunder shall be made for a right of way one hundred (100) feet in width as above reserved.

It is also agreed that the party of the first part shall have the sole right to decide what lands shall be withheld from sale under this contract for any purpose or reason in this article mentioned, provided only that said party of the first part shall exercise its right so to withhold any piece or parcel of land not later than thirty (30 days after the party of the second part shall have asked a conveyance and offered payment therefor.

Fourth. Payment for the lands hereby agreed to be sold shall be made to the party of the first part at its land-office in the city and county of San Francisco, California, as follows:

As to all lands for which United States patents shall have been issued within ten years from the date hereof, the full price therefor shall be paid on or before the expiration of said ten years.

As to all lands for which United States patents shall be issued after ten years from the date hereof, full payment therefor shall be made within ninety (90) days after written notice of the issuing of the patents therefor given by the party of the first part to the party of the second part.

All purchase money for said lands not paid on or before the first day of June, 1896, shall thereafter bear interest until paid at the rate of six (6) per cent per annum, payable annually on the first day of June in each year thereafter; provided, however, that as to all lands lying south

of the third parallel south, designated on said map "A," hereto attached, and covered by the alleged maps of location of the line of the Texas Pacific Railroad Company, sometimes called the Texas & Pacific Railroad Company, payment of interest may be deferred until the alleged title, or cloud upon title, based upon said maps of location, has been quieted or removed. In all cases where the payment of interest is deferred, as above provided, such interest shall be compounded annually at six per cent (6) per annum, commencing with the interest day of June 1, 1897.

It is hereby agreed that if the United States' patents to the party of the first part shall not have been issued within ten (10) years from the date hereof for any of said lands lying south of the third parallel south, above described, and the party of the second part shall be enabled to secure said patents by reason of this contract, or if it should secure title by reason of any legislation applying to lands sold by railroad companies under the acts of Congress now existing, or that may be passed hereafter in relation thereto, then and in that event the party of the second part may deduct from the purchase price for said lands last above described the amount by it paid to the general government for any of said lands, not exceeding one and twenty-five hundredths dollars ($1.25) per acre; provided, however, that if the party of the second part shall obtain title to said lands in bulk by legislation existing, or that may hereafter be passed, then and in that event the party of the second part shall pay to the party of the first part the sum of one and twenty-five hundredths dollars ($1.25)

per acre, irrespective of the amount paid to the general government.

It is understood and agreed that the party of the first part will obtain United States patents to all of said lands as soon as practicable, and to the best of its ability.

Fifth. It is understood and agreed that the purpose of this contract is to bring said lands into market and under cultivation in small holdings, and with irrigating rights; and to effect said purpose it is agreed that the said party of the second part shall not hold any of said lands at a higher price than fifty dollars ($50) per acre, except that lands within two (2) miles from the center of any townsite laid out by the party of the second part may be held at higher prices; provided, that no two of such townsites shall be laid nearer than twelve (12) miles from each other, measuring from the center of each townsite. And said party of the second part agrees to put said lands on the market as soon as practicable after its canals and irrigating ditches shall have been constructed so as to supply water for said lands and as such construction progresses.

Sixth. Whenever full payment, principal and interest, is made as hereinbefore provided, for any of the legal subdivisions of said lands, as designated by the Government maps, herein contracted to be sold, the party of the first part, after receipt of United States patents therefor, will thereupon convey the lands so paid for in full to the party of the second part by deed of grant, bargain, and sale, reserving all claim of the United States to the same as mineral land, and also the right (which is hereby granted by

the party of the second part to the party of the first part) to use all water from any of the ditches, reservoirs, or wells upon said lands necessary or convenient for the operation or repair of said railroads, and upon condition that the party of the second part, its successors and assigns, shall at all times build and maintain good and sufficient fences on both sides of the right of way of said railroads now constructed, or which may be hereafter constructed through the said lands.

The party of the second part may make full payment as above provided for any of said lands by legal subdivisions as designated by the Government maps, at any time before the issuing of United States patents therefor to the party of the first part, in which case the party of the first part shall execute contracts for deeds for such lands, which the party of the second part may assign to purchasers; provided that in such cases the party of the second part will not, and it hereby covenants and agrees not to, sell the land covered by said contracts for less than twelve and fifty hundredths dollars ($12.50) per acre.

Seventh. From time to time as parcels of the lands in this contract described are sold or disposed of by the party of the second part, it will pay, and hereby agrees to pay, to the party of the first part, one-fourth of the excess received by it for said lands, over and above the price paid therefor by it to the party of the first part as hereinbefore provided, such excess payments to be made and applied upon account of the purchase price above provided for said lands, and to be continued until the principal and interest of such purchase price are fully paid. Within

thirty (30) days after the receipt of any of said excess payments by the party of the first part, it shall have the right to apply such payment to the purchase of any specific legal subdivision of said lands for which it then holds a United States patent, and shall give the party of the second part written notice of such application as scon as the same is made as aforesaid.

Eighth. In consideration of the making of this agreement it is hereby agreed by the said party of the second part that it will pay or cause to be paid, promptly, when due, all taxes and assessments of every kind and nature that may be levied for the year 1894, and thereafter, upon said lands described in this agreement; and if the party of the second part shall fail, neglect, or omit to pay said taxes and assessments, or any part thereof, when and as they become due and payable, then the party of the first part may pay the same or buy in the land at tax sale, and the sum so paid, with the amounts of legal penalties for delinquency, shall be added to and become part of the unpaid remainder of purchase money for said land, and shall bear interest at the same rate, and shall be paid on demand at the place hereinbefore provided for the payment of purchase money and interest thereon.

Ninth. The said party of the second part further agrees that it will pay the expenses of making, executing, and recording all deeds, contracts, assignments, and mortgages that may be necessary to be executed either by or to the said party of the first part to convey said land, not exceeding two dollars and fifty cents ($2.50) for drawing each document so executed, and in addition thereto the legal fees for acknowledging and recording the same.

Tenth. It is further agreed by and between the parties hereto, inasmuch as the canal of the said party of the second part will pass over and across the tract of land known as the "Yuma Indian Reservation," that in the event that said "Yuma Indian Reservation," or any part thereof, shall be thrown open for settlement, and if in such case the party of the first part shall be entitled to claim and hold any part of the land now included in said reservation, then this contract of purchase is intended to and shall include each and all odd-numbered sections belonging to said party of the first part through which the canal of said party of the second part shall pass, and also all such odd-numbered sections as it shall obtain within the limits or said Indian reservation, lying at a lower grade than said canal and capable of being irrigated therefrom.

Eleventh. The party of the second part shall prosecute work on its canals with due diligence, and shall not suspend work on them for a longer period than four (4) months in any one year, and shall distribute water for irrigation upon the lands herein mentioned before it makes any general distribution of water from its canals in Lower California, south of the northern boundary of Mexico.

Twelfth. From and after the execution of this contract the party of the second part shall have the right to enter on said lands for the purpose of constructing its canals and ditches, and to occupy the right of way necessary therefor, and also to use said lands for pasturage, paying to the said party of the first part on account of the sums due under this contract all moneys earned and received from said pasturage.

Thirteenth. It is further agreed and understood by and between the parties hereto that possession of the lands herein mentioned is given to the party of the second part at the time of signing this contract, but said possession, and all rights of the party of the second part under this instrument, are dependent upon strict compliance with and fulfillment of all of its terms by said party of the second part; and it is further agreed that until the full payment of purchase money and interest, taxes, and assessments, no strip or waste shall be made on said premises without the previous written consent of the party of the first part.

Fourteenth. It is further agreed and understood that time is of the essence of this contract, and that if the party of the second part shall fail to make punctually any of said payments of interest or purchase money, or shall fail to comply strictly with any of the stipulations of this contract, and shall remain in default for ninety (90) days from and after receipt of written notice from the party of the first part of the amounts due, then, from and after the expiration of the said period of ninety (90) days, this contract shall be ended, and all the rights of the said party of the second part therein terminated, and the party of the second part forever foreclosed of any rights of purchase or title or interest therein or thereunder; and the said party of the first part shall retain and keep unto itself all the moneys paid to it by said party of the second part, as payment in full for the use, occupation, possession, and the privilege of using, occupying, and possessing said lands and premises, from the date of entering into

this contract of purchase, and until the termination thereof as aforesaid, and said party of the first part, its successors or assigns, may, without notice, enter upon, take, and hold possession of the said premises with all the improvements thereon.

Fifteenth. Should the lands mentioned in this agreement, or any of them, remain with or revert to the party of the first part after the party of the second part shall have constructed any of its proposed canals or ditches, the party of the second part will sell to the party of the first part, or any of its vendees, at the time when they shall elect to buy, water rights from said ditches for the irrigation of such of said lands as may be accessible therefrom, at prices not exceeding those charged to other persons, said water rights to be for water of sufficient quantity to insure the through irrigation of such lands.

Sixteenth. It is further agreed that this contract shall not be assignable except by endorsement, and with the written consent of the party of the first part, and the written promise of the assignee to perform all the undertakings and promises of the said party of the second part as hereinbefore set forth.

Seventeenth. The party of the second part hereby agrees to have this contract approved, confirmed, and ratified by its stockholders by resolution duly passed at the next annual meeting of said stockholders, to be held in the month of July, 1894, and will, within one month thereafter, furnish to the party of the first part a duly certified copy of such resolution.

In witness whereof, the said party of the first part has caused these presents to be signed in duplicate by its secretary and its land agent, and sealed with its corporate seal; and the said party of the second part likewise in duplicate has caused its name to be signed by its president and secretary, and sealed with its corporate seal, being thereunto duly authorized by resolution of its board of directors. Note: In 14th article hereof, in 8th line from bottom of page 8, after the word "and," the words "after the" were interlined before signing.

JEROME MADDEN,
Land Agent So. Pac. R. R. Co.

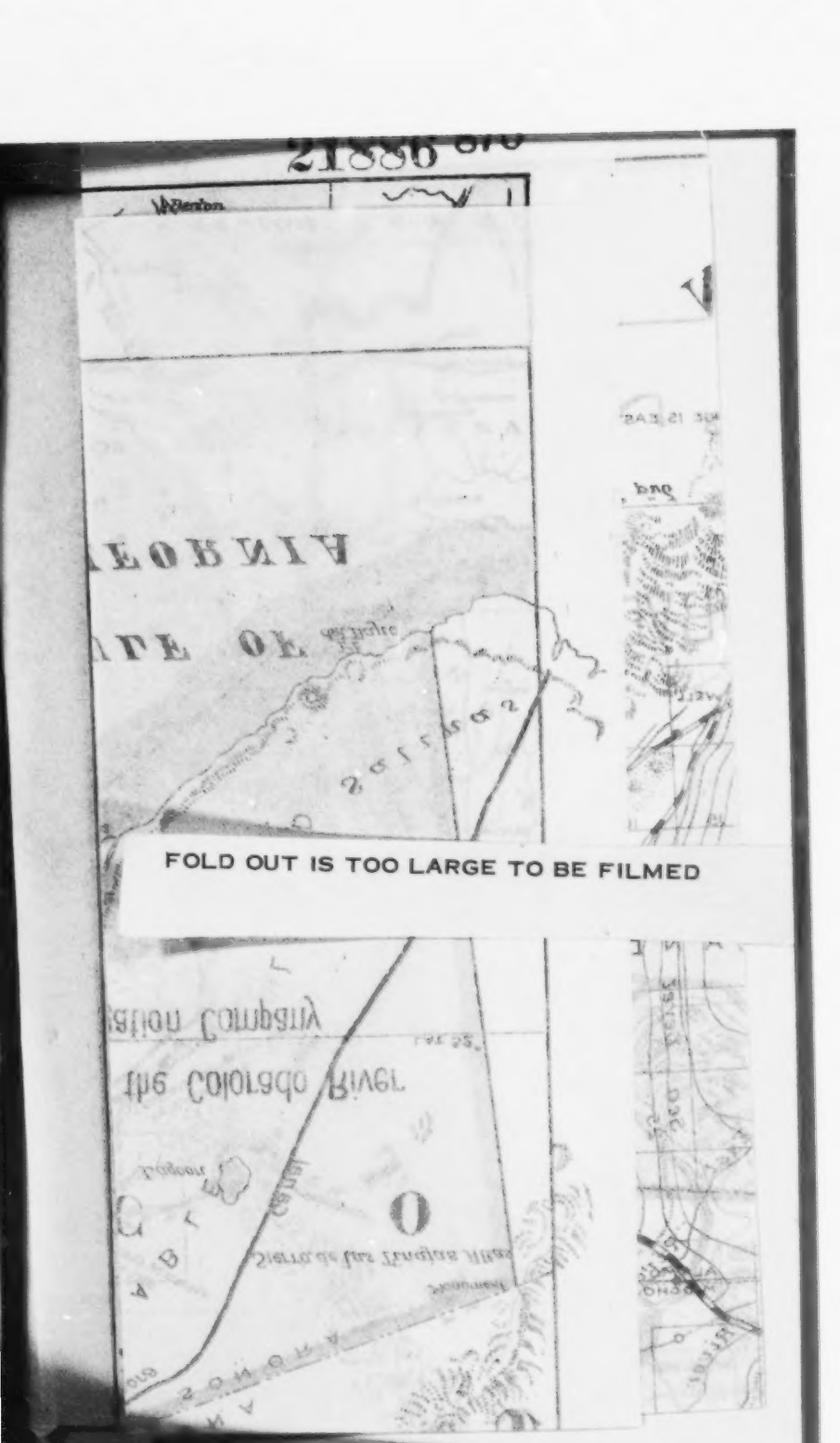
J. L. WILLCUTT,
Secretary So. Pac. R. R. Co.
[Seal S. P. R. R. Co.]

C. H. DOW,
President Colo. Riv. Irr. Co.

P. J. McLEAN,
Secretary Colo. Riv. Irr. Co.

[Seal C. R. I. Co.]

[Endorsed]: No. 675. Consolidated. No. 11,322. Contract for a deed, Southern Pacific Railroad Company to the Colorado River Irrigation Company. Dated December 8, 1893. 66 Broad St., New York. U. S. vs. S. P. Consolidated Nos. 675, 587, and 662. Defendants' Exhibit No. 46. Stephen Potter, Special Examiner. Filed April 17, 1899. Wm. M. Van Dyke, Clerk. Chas. N. Williams, Deputy. Nunc pro tunc as of February 3, 1898, by order of Court.



FOLD OUT IS TOO LARGE TO BE FILMED

Route to San Gabriel
LOWER CALIFORNIA
CALIFORNIA
SIERRA MADRE
SALTON SINK
Colorado River

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES OF AMERICA, Complainant,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al., Defendants.
No. 587.

Stipulation.

It is stipulated by and between the parties to the above-entitled cause, and by and between their respective solicitors, that the testimony of the defendants herein, so far as possible, may be taken in the city and county of San Francisco, before Stephen Potter, Esq., as special examiner and stenographer.

And it is furthermore stipulated that the necessary order is hereby agreed upon, and shall be obtained from the Court, appointing the said Stephen Potter as special examiner for this purpose; and that the witnesses to be examined in San Francisco in said cause on behalf of the defendants, when sworn by said special examiner and having testified in the presence of counsel for both parties, and their testimony reported by said Stephen Potter, so acting as special examiner, and taken down by him in shorthand, and reduced to writing, and signed by said witnesses, and returned by him to the clerk of this court, that the same shall be deemed to be regular in all respects.

It is furthermore stipulated that documentary evidence introduced by the defendants, or by the complainant on cross-examination, before said Stephen Potter, special examiner, etc., and marked by him as introduced before him and returned by him to the clerk of said court, shall be deemed to have been introduced with due regularity and with full force and effect.

It is furthermore agreed that the taking of testimony pursuant to this stipulation shall commence in the city and county of San Francisco on July 6, 1895, in the Hobart Building, corner of Market and Montgomery streets, and shall continue at the convenience of the respective counsel until completed.

The said Stephen Potter is hereby further requested to make a transcript of all proceedings taken before him in pursuance of this stipulation, and to file the original with William M. Van Dyke, clerk of this court.

It is furthermore stipulated that where objections are made by the respective counsel to the introduction of any testimony, or to the testimony of any witness, that thereafter the words, when entered by the said special examiner, "Same objection," shall be deemed to be a complete repetition of the last-named objection in full, and shall be so entered by the special examiner, unless otherwise directed by the counsel making the objection.

San Francisco, July 6, 1895.

JOSEPH H. CALL,
Solicitor for Complainant and Special Assistant United States Attorney.

JOSEPH D. REDDING,
Solicitor for Defendants.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

UNITED STATES OF AMERICA, Complainant,

vs.

SOUTHERN PACIFIC RAILROAD COMPANY et al., Defendants.

Testimony.

In pursuance of the above stipulation, and also in pursuance of the following order of Court, namely:

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

UNITED STATES OF AMERICA, Complainant,

vs.

S. P. R. R. CO. et als., Defendants.

Nos. 587 and 600.

In the two above-entitled causes, upon application and consent of the solicitors of all parties in both actions, it is hereby ordered that Stephen M. Potter, Esq., be, and he is hereby, appointed special examiner in San Francisco, to take the testimony of the defendants in the two

above-named actions, and to report the same to the clerk of this court.

July 2, 1895.

[Signed]

ROSS,
Circuit Judge.

There appeared before me this 6th day of July, 1895, at the Hobart Building in San Francisco, California, at 10:15 o'clock A. M., Joseph H. Call, Esq., solicitor for the complainant, and special assistant United States attorney, and Joseph D. Redding, Esq., solicitor for the defendants, and thereupon the following proceedings took place:

Mr. REDDING.—Defendants offer in evidence certified copy of articles of association and incorporation of the Southern Pacific Railroad Company, dated November 29, 1865, marked "Master's Exhibit No. 195," in the case of the United States vs. The Southern Pacific Railroad Company et al., numbered 68 on the docket of this court, and ask that it be marked "Defendants' Exhibit No. 1."

Mr. REDDING.—Defendants next offer in evidence certified copy of the articles of association, etc., between the Southern Pacific Railroad Company and other railroad companies, dated October 11, 1870, marked "Master's Exhibit No. 102," in said case No. 68, and ask that it be marked "Defendants' Exhibit No. 2."

Mr. REDDING.—Defendants next offer in evidence deposition of J. L. Willcutt, taken in case No. 184 on the docket of this court, and ask that it be marked "Defendants' Exhibit No. 3."

(Objected to by Mr. Call as incompetent, immaterial and irrelevant, and upon the further grounds specifically set forth in said deposition.)

Mr. REDDING.—Mr. Call, I understand that under our stipulation and agreement it is agreed that the depositions of various witnesses taken in case No. 184 shall be introduced in this cause by either party with the same force and effect as if they had been taken originally in this cause, but subject to the objections interposed at the time of the examination of the witness in the original deposition itself, or which may be made now, except that there shall be no objection made upon the ground that they are depositions taken in another cause.

Mr. CALL.—That is the understanding.

Mr. REDDING.—Defendants next offer in evidence deposition of Charles J. Wilder, taken in case No. 184, and ask that it be marked "Defendants' Exhibit No. 4."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence deposition of Jerome Madden, taken in case No. 184, eliminating therefrom the exhibits attached to his deposition which refer to the lands involved in case No. 184, and the testimony which refers solely to the lands involved in case No. 184, and ask that the same be marked "Defendants' Exhibit No. 3."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence deposition of G. L. Lansing, taken in case No. 184, and ask that it be marked "Defendants' Exhibit No. 6."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence deposition of William Hood, taken in case No. 184, and ask that it be marked "Defendants' Exhibit No. 7."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence deposition of Charles F. Crocker, taken in case No. 184, and ask that it be marked "Defendants' Exhibit No. 8."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence exemplified copy of map of general route of the Southern Pacific Railroad under its grant from Congress of March 3, 1871, from Tehachapi Pass, by way of Los Angeles, to the Colorado river, with letter of the secretary of the interior to the commissioner of the general landoffice, dated April 3, 1871, endorsed thereon, being Exhibit No. 45 before Examiner Lamme in case No. 184, also being Master's Exhibits 131 and 132 in case No. 68; and with the same defendants also offer the certificate attached to said map and said letter showing them to be true exemplifications of the originals on file, and ask that the same be marked "Defendants' Exhibit No. 9."

(Objected to by Mr. Call as incompetent, immaterial, and irrelevant.)

Mr. REDDING.—Defendants next offer in evidence exemplified copy of letter dated April 21, 1871, from the commissioner of the general landoffice to the register and receiver at Los Angeles, marked "Master's Exhibit No. 133" in case No. 68, and ask that it be marked "Defendants' Exhibit No. 10."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence exemplified copy of letter from Walter H. Smith, acting secretary, dated Washington, April 3, 1871, addressed to Charles Crocker, President of the Southern Pacific Rail-

road Company, marked "Defendants' Exhibit before the Special Examiner No. 65," in case No. 184, together with the certificate of Stephen Potter, special examiner in case No. 184, and ask that the same be marked "Defendants' Exhibit No. 11."

(Same objection.)

J. L. WILLCUTT, called as a witness on behalf of defendants, being first duly sworn, testified as follows:

Direct Examination.

Mr. REDDING.—Q. Were you the secretary of the Southern Pacific Railroad Company in 1871?

A. Yes, sir.

Q. Can you produce the official records of that company during that year?

A. I have them here (producing records).

Q. Have you produced them before the special examiner? A. Yes, sir; these are the records.

Q. Will you please state whether there was a meeting of the stockholders of that corporation, or of its directors, on the 11th of April, 1871?

(Objected to by Mr. Call as incompetent, immaterial, and irrelevant.)

A. There was a meeting both of stockholders and of the directors on April 11, 1871.

Q. What was the object of the meeting of the stockholders on that date as appears from your official record?

(Objected to by Mr. Call as incompetent, immaterial, and irrelevant, and not the best evidence, and not the evidence of any requirement of the law.

A. The object was to adopt an amended certificate of incorporation, so as to enable the company to accept the grant of March 3, 1871, and to provide means for the construction of the additional railroad.

Q. What resolutions were adopted by the stockholders on that day?

(Same objection.)

A. "Resolved, that the board of directors of this company be and are hereby required and directed to prepare and file amended articles and certificate of incorporation as required by law, to enable this company to accept said grant and to construct and operate said additional railroad."

Q. State whether you have an official record of any resolution of the board of directors accepting the terms and conditions of the grant of Congress to the Southern Pacific Railroad Company of March 3, 1871.

(Same objection.)

A. I have.

Q. Will you have made a certified copy of this resolution?

(Same objection.)

A. I will.

Mr. REDDING.—Defendants offer in evidence certified copy of a resolution of the board of directors of the Southern Pacific Railroad Company, accepting the terms and conditions of the grant of Congress to that company, of March 3, 1871, and instructing the secretary to send a copy of said resolution, certified under the seal of the company, to be filed with the secretary of the interior,

and ask that it be marked "Defendants' Exhibit No. 12."

(Same objection.)

(Certified copy of a resolution of the board of directors of the Southern Pacific Railroad Company accepting the terms and conditions of the grant of Congress to that company of March 3, 1871, and instructing the secretary to send a copy of said resolution, certified under the seal of the company, to be filed with the secretary of the interior, is marked by the special examiner "Defendants' Exhibit No. 12, Stephen Potter, Special Examiner," and the same is attached hereto.)

Mr. REDDING.—Was there a copy of said resolution forwarded to the secretary of the interior under your direction?

(Same objection.)

A. Yes, sir.

Q. Was its receipt acknowledged by the secretary of the interior?

(Same objection.)

A. Yes, sir.

Q. Does this appear upon the files and records of the Southern Pacific Railroad Company?

(Same objection.)

A. It does.

(No cross-examination.)

J. L. WILLCUTT.

Mr. REDDING.—Defendants next offer in evidence map showing the definite location and constructed line of the Southern Pacific Railroad Company under its grant of March 3, 1871, from San Fernando to Spadra, being

Exhibit No. 60 before Examiner Potter in case No. 184, with the certificate of exemplification attached thereto, and ask that the same be marked "Defendants' Exhibit No. 13."

(Objected to by Mr. Call as incompetent, immaterial, and irrelevant.)

Mr. REDDING.—Defendants next offer in evidence map showing the definite location of the constructed line of the Southern Pacific Railroad Company under its grant of March 3, 1871, from Spadra to San Gorgonio, with the certificate of exemplification attached thereto, being Exhibit No. 61, before Examiner Potter in case No. 184, and ask that the same be marked "Defendants' Exhibit No. 14."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence exemplified copy of map showing the definite location and constructed line of the Southern Pacific Railroad Company from San Gorgonio to Indian Wells, under its grant of March 3, 1871, with certificate of exemplification attached thereto, being Exhibit No. 62, before Examiner Potter in case No. 184, and ask that the same be marked "Defendants' Exhibit No. 15."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence map showing the definite location and the constructed line of the Southern Pacific Railroad Company under its grant of March 3, 1871, from Indian Wells to Yuma, with certificate of exemplification attached thereto, being Ex-

hibit No. 63 before Examiner Potter in case No. 184, and ask that it be marked "Defendants' Exhibit No. 16."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence map showing the definite location and constructed line of the first and second sections of the Southern Pacific Railroad Company's branch line under its grant of March 3, 1871, east from San Fernando, California, together with the twenty and thirty adjusted permanent limits, being Master's and Examiner's Exhibit No. 38 before Examiner Lamme in case No. 184, together with the authentication and exemplification of the same, and ask that it be marked "Defendants' Exhibit No. 17."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence exemplified copy of map of the definite location and constructed line of the Southern Pacific Railroad Company of the fourth section of its line of road as constructed under the act of March 3, 1871, marked Master's and Examiner's Exhibit No. 59 before E. H. Lamme in case No. 184, and ask that it be marked "Defendants' Exhibit No. 18."

(Objected to by Mr. Call as incompetent, immaterial, and irrelevant, and upon the further ground that said map is not authenticated as being a copy of any record of the interior department.)

Mr. CALL.—I object to the introduction of the above-mentioned pretended maps, marked Defendants' Exhibits from 13 to 18, inclusive, and to each of them, upon the ground above-mentioned, and upon the further

ground that said maps are not, and do not purport to be, maps of definite location of the Southern Pacific Railroad, but maps of withdrawal or diagrams in the general landoffice.

Mr. REDDING.—Defendants next offer in evidence exemplified copy of the report of the United States railroad commissioners, dated April 7, 1874, showing the approved construction of the first section of fifty miles of the railroad and telegraph line of the Southern Pacific Railroad Company under the act of March 3, 1871, commencing at a point in the northwest quarter of section three, township two north, range fifteen west, S. B. M., thence running in a southeasterly direction to the city of Los Angeles, and thence in an easterly direction, and ending at the termination of the fifty miles therefrom at a point near the northeast quarter of section twenty-seven, township one south, range nine west, S. B. M., together with the certificate of William H. Sims, acting secretary of the interior department exemplifying the same, dated Washington, D. C., September 30, 1893, and also the approval of said report by the secretary of the interior, addressed to the President of the United States, and the approval of the President of the United States attached to said report, being "Defendants' Exhibit before the Special Examiner No. 29" in case No. 184, and ask that it be marked "Defendants' Exhibit No. 19."

(Objected to by Mr. Call as incompetent, immaterial, and irrelevant, and upon the further ground that the map of location accompanying said report is not attached thereto, and upon the further ground that it does not ap-

pear that said pretended commissioners were authorized to make such report.)

Mr. REDDING.—Defendants next offer in evidence exemplified copy of the report of the United States railroad commissioners of October, 1875, showing the approved construction of the two sections of said last-mentioned railroad, commencing at the point last named and ending at a point in the southwest quarter of section four, township three south, range one west, S. B. M., together with the certificate of exemplification of the same of William H. Sims, acting secretary of the interior department, dated Washington, D. C., September 30, 1893, and also the approval of said report by the secretary of the interior, addressed to the President of the United States, and the approval of the President of the United States attached to said report, being "Exhibit 30 before Examiner Potter in case No. 184," and ask that the same be marked "Defendants' Exhibit No. 20."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence exemplified copy of the report of the United States railroad commissioners of June, 1876, showing the approved construction of the line of railroad last named, under said act, commencing at the termination of section two, and ending at a point in the southwest quarter of section twenty-four in township five south, range seven east, S. B. M., together with the certificate of exemplification thereof of William H. Sims, acting secretary of the interior department, dated Washington, D. C., October 2, 1893, and also the approval of said report by the secretary

of the interior, addressed to the President of the United States, and the approval of the President of the United States attached to said report, and marked "Exhibit 31 before Examiner Potter in case No. 184," and ask that the same be marked "Defendants' Exhibit No. 21."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence exemplified copy of the report of the United States railroad commissioners of February, 1877, showing the approved construction of the road, commencing at the initial point of section No. 1 of said railroad heretofore reported upon, and ending in the northeast quarter of section seventeen, towsnhip eleven north, range twelve west, S. B. M., together with the certificate of exemplification of William H. Sims, acting secretary of the interior department, dated Washington, D. C., October, 1893, and also the approval of said report by the secretary of the interior to the President of the United States, and the approval of the President of the United States attached to said report, marked "Defendants' Exhibit No. 32 before Examiner Potter in Case No. 184," and ask that the same be marked "Defendants' Exhibit No. 22."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence exemplified copy of the report of the United States railroad commissioners showing the approved report upon the construction of the fifth section of said Southern Pacific Railroad, commencing at the termination of section number three, and ending at the southern boundary of the State of California in the center of the Colorado

river, together with the certificate of exemplification thereof of William H. Sims, acting secretary of the interior department, dated Washington, D. C., October 2, 1893, together with the approval thereof by the secretary of the interior and his letter to the President of the United States, and the approval of the President of the United States attached to said report, marked "Exhibit No. 33 before Examiner Potter in Case No. 184," and ask that the same be marked "Defendants' Exhibit No. 23."

(Same objection.)

(The further hearing of the matter was then continued by consent until Monday, July 8, 1895, at 10:30 A. M.)

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

UNITED STATES OF AMERICA, Complainant,
vs.
SOUTHERN PACIFIC RAILROAD COMPANY et al., Defendants.
No. 587.

San Francisco, July 8, 1895.

Mr. REDDING.—In connection with the above reports of the constructed line of the Southern Pacific Railroad Company under the grant of March 3, 1871, from Tehachapi by way of Los Angeles to Fort Yuma, defendants offer in evidence exemplified copy of map and profile of sec-

tion No. 4 of the Southern Pacific Railroad and Telegraph line, authorized by the twenty-third section of the Texas Pacific Railroad Act, approved March 3, 1871, commencing at a point in the northwest quarter of section three, township two north, range fifteen west, S. B. M., and running thence in a northerly direction 78.59 miles to a point in the northeast quarter of section seventeen, township eleven north, range twelve west, S. B. M., showing the definite location and construction of the road from its initial point at Mojave to said northeast quarter of section seventeen, township eleven north, range twelve west, the same being filed with the report of the railroad commissioners upon the said road so constructed, heretofore introduced in evidence in case No. 184 in this court, and therein marked "Defendants' Exhibit before the Special Examiner No. 59, Stephen Potter, Special Examiner," and ask that it be marked "Defendants' Exhibit No. 24."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence in connection with the above reports of the constructed line of the Southern Pacific Railroad Company, under the grant of March 3, 1871, from Tehachapi, by way of Los Angeles, to Fort Yuma, exemplified copy of map and profile of section No. 1 of the Southern Pacific Railroad and Telegraph line, authorized by the twenty-third section of the Texas Pacific Railroad Act, approved March 3, 1871, commencing at a point in the northwest quarter of section three, township two north, range fifteen west, S. B. M., and running thence in a southeasterly direction to the city of Los Angeles, and thence in an easterly direction

to a point in the northeast quarter of section twenty-seven, township one south, range nine west, S. B. M., showing the definite location and construction of the road between said points, the same being filed with the report of the railroad commissioners upon the said road so constructed, heretofore introduced in evidence in case No. 184 in this Court, and therein marked "Defendants' Exhibit before the Special Examiner No. 60, Stephen Potter, Special Examiner," and ask that it be marked "Defendants' Exhibit No. 25."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence, in the same connection, exemplified copy of map and profile of section No. 2 of the Southern Pacific Railroad and Telegraph line, authorized by the twenty-third section of the Texas Pacific Railroad Act, approved March 3, 1871, commencing at a point in the northeast quarter of section twenty-seven, township one south, range nine west, S. B. M., and running thence in a southeasterly direction to a point in the southwest quarter of section four, township three south, range one west, S. B. M., showing the definite location and construction of the road between said points, the same being filed with the report of the railroad commissioners upon the said road so constructed, heretofore introduced in evidence in case No. 184 in this Court, and therein marked "Defendants' Exhibit before the Special Examiner No. 61, Stephen Potter, Special Examiner," and ask that it be marked "Defendants' Exhibit No. 26."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence, in the same connection, exemplified copy of map and profile of a section of the Southern Pacific Railroad and Telegraph line, authorized by the twenty-third section of the Texas Pacific Railroad Act, approved March 3, 1871, commencing at a point in the southwest quarter of section four, township three south, range one west, S. B. M., running thence in a southeasterly direction fifty miles to a point in the southwest quarter of section twenty-four, township five south, range seven east, S. B. M., showing the definite location and construction of the road between said points, the same being filed with the report of the railroad commissioners upon the said road so constructed, heretofore introduced in evidence in case No. 184 in this Court, and therein marked "Defendants' Exhibit before the Special Examiner No. 62, Stephen Potter, Special Examiner," and ask that it be marked "Defendants' Exhibit No. 27."

(Same objection.)

Mr. REDDING.—Defendants next offer in evidence, in the same connection, exemplified copy of map and profile of a section of the Southern Pacific Railroad and Telegraph line, authorized by the twenty-third section of the Texas Pacific Railroad Act, approved March 3, 1871, commencing at a point in the southwest quarter of section twenty-four, township five south, range seven east, S. B. M., running thence in a southeasterly direction 118.37 miles to a point in the southeast quarter of section twenty-six, township sixteen south, range twenty-two east, S. B. M., to Fort Yuma, showing the definite location

and construction of the road between said points, the same being filed with the report of the railroad commissioners upon the said road so constructed, heretofore introduced in evidence in case No. 184 in this Court, and therein marked "Defendants' Exhibit before the Special Examiner No. 63, Stephen Potter, Special Examiner," and ask that it be marked "Defendants' Exhibit No. 28."

(Same objection.)

(Whereas, the defendants propose to procure certified copies of certain maps and reports from the public records at Washington, it is agreed that the defendants may now offer in evidence such certified copies, and when so procured and filed to be of the same effect as if now produced, subject to the objections hereinafter made.)

Mr. REDDING.—With further reference to the approved location and construction of the railroad by the Southern Pacific Railroad Company, under the act of Congress of March 3, 1871, from a point at or near Tehachapi Pass by way of Los Angeles to Fort Yuma on the Colorado river, the defendants refer to the annual reports of the secretary of the interior for the years 1875, 1876, 1877, and 1878, showing therein that the records of the interior department set forth that the said road upon the line authorized by the act of March 3, 1871, has been constructed and accepted by the President of the United States as having been constructed and completed in all respects as required by law as follows:

The first section of 50 miles accepted May 9, 1874;

The second section of 50 miles accepted October 11, 1875;

The third section of 50 miles accepted July 21, 1876;

The fourth section of 78 59-100 miles accepted March 2, 1877;

And the fifth section of 118 miles, accepted in January, 1878, completing the road to the Colorado river.

Mr. CALL.—Complainants object to the whole of such evidence, and to each item thereof, on the ground that the same is incompetent, immaterial, and irrelevant.

(It is agreed between counsel that the time for taking testimony on behalf of defendants is extended thirty days from July 15, 1895.)

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES OF AMERICA, Complainant,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al., Defendants.
No. 587.

Certificate of Special Examiner.

I certify that the foregoing testimony was taken and proceedings had in the above-entitled cause, before me, pursuant to the stipulation and order hereunto prefixed, in the city and county of San Francisco, State of California, in the Hobart building, corner of Market and Montgomery streets, commencing on the 2d day of July, 1895, and continuing thereafter, at the several times set forth,

until completed, in my presence, and in the presence of counsel for the respective parties to said cause.

That previous to giving his testimony each of the witnesses named in said testimony and proceedings was by me duly sworn to tell the truth, the whole truth, and nothing but the truth in said cause.

That said testimony and proceedings were taken down in shorthand writing and transcribed by me pursuant to said stipulation.

That the testimony of each witness, after being transcribed, referred to and specified therein, excepting such as, by agreement of counsel, were taken from other causes and introduced in this cause by reference thereto.

I further certify that I am not attorney nor of counsel for any of the parties to said cause, nor in any way interested in the event thereof.

In witness whereof, I have hereunto set my hand, this twentieth day of July, A. D. 1895.

STEPHEN POTTER,
Special Examiner.

[Endorsed]: Filed February 10, 1896. Wm. M. Van Dyke, Clerk.

Exhibit Articles of Association S. P. R. R. Co.

Engraving.

State of California, Department of State.

I, H. L. Nichols, secretary of state of the State of California, do hereby certify that the annexed is a true, full, and correct copy of articles of association of the Southern Pacific Railroad Company, now on file in my office.

Witness my hand and the great seal of state, at office in Sacramento, California, the twenty-first day of December, A. D. 1868.

[Seal]

H. L. NICHOLS,
Secretary of State.
Lew B. Harris,
Deputy.

Southern Pacific Railroad Company.—Articles of Association.

Know all men by these presents, that we, the undersigned, being subscribers to the stock of a contemplated railroad from some point on the bay of San Francisco, in the State of California, through the counties of Santa Clara, Monterey, San Luis Obispo, Tulare, Los Angeles, and San Diego, to the town of San Diego, in said State, thence eastward through the said county of San Diego to the eastern line of the State of California, there to connect with a contemplated railroad from said eastern line of the State of California to the Mississippi river, which stock subscribed by us amounts to at least one thousand dollars for each and every mile of said proposed railroad, and of which ten per cent in cash has been actually and in good faith paid thereon to B. W. Hathaway, one of our number, who has been by us appointed temporary treasurer; and being desirous of forming *of forming* a corporation—do hereby, at a regular meeting of said stockholders, held pursuant to due notice thereof in writing given by said treasurer, adopt the following

Articles of Association.

Article 1. We, the undersigned, whose names are hereto subscribed, do hereby organize, form and become a corporation and body politic, under and in pursuance of an act of the legislature of the State of California, entitled "An act to provide for the incorporation of railroad companies, and the management of the affairs thereof, and other matters relating thereto," approved May 20, A. D. 1861, and the several acts supplementary to and amendatory thereof, for the purpose of constructing, owning, and maintaining a railroad from some point on the bay of San Francisco in the State of California, and to pass through the counties of Santa Clara, Monterey, San Luis Obispo, Tulare, Los Angeles, and San Diego to the town of San Diego in said State, thence eastward through the said county of San Diego in said State, thence eastward through the said county of San Diego to the eastern line of the State of California, there to connect with a contemplated railroad from said eastern line of the State of California to the Mississippi river.

Article 2. The name of the corporation hereby formed and organized shall be "Southern Pacific Railroad Company," and the same shall continue in existence for the term of fifty years from the date hereof.

Article 3. The length of said proposed railroad, as near as may be, is seven hundred and twenty miles.

Article 4. The capital stock of said corporation shall be and is hereby fixed at thirty millions dollars, being the actual contemplated cost of constructing said railroad, to-

gether with the cost of the right of way, motive power, and every other appurtenance and thing necessary for the completion and running of said road, as near as can be estimated by competent engineers, and shall consist of and be divided into three hundred thousand shares of one hundred dollars each.

Article 5. The number of directors to manage the affairs of said corporation shall be seven, and the names of the persons chosen to act as such directors, and to hold their offices until others are duly elected, are T. G. Phelps, Chas. N. Fox, Benjamin Flint, C. I. Hutchison, B. G. Lathrop, J. B. Cox, and B. W. Hathaway, all of whom are subscribers to these articles of association.

In testimony whereof we have hereunto severally subscribed our names, places of residence, and the number of said shares of stock held by each, this twenty-ninth day of November, 1865.

Names.	Residence.	No. of Shares.
T. G. Phelps	San Francisco	(720) Seven hundred & twenty
Chas. N. Fox	San Mateo	(720) Seven hundred & twenty
Benjamin Flint	San Juan	(720) Seven hundred & twenty
C. I. Hutchinson	San Francisco	(720) Seven hundred & twenty
B. G. Lathrop	San Mateo	(720) Seven hundred & twenty
W. S. Rosecrans (by J. B. Cox, his att'y in fact)	Cincinnati, O.,	(720) Seven hundred & twenty
J. B. Cox	San Francisco	(720) Seven hundred & twenty
B. W. Hathaway	San Francisco	(720) Seven hundred & twenty
John F. Sears	San Francisco	(720) Seven hundred & twenty
Wm. T. Coleman	San Francisco	(720) Seven hundred & twenty
I. W. Stephenson	San Francisco	(720) Seven hundred & twenty

State of California,
City and County of San Francisco. } ss.

T. G. Phelps, Benjamin Flint, and B. W. Hathaway being duly sworn, do depose and say that they are, and each of them is, a director of the "Southern Pacific Railroad Company"; that at least one thousand dollars for each and every mile of the railroad proposed and mentioned in the foregoing articles of association, to wit, seven hundred and twenty thousand dollars, has actually and in good faith been subscribed to the capital stock of said company by the persons whose names appear subscribed to said articles of association, and that ten per cent on said amount so subscribed has actually and in good faith been paid to B. W. Hathaway, the treasurer named and appointed by said subscribers from among their number, and that the said subscribers are known to these deponents, and to each of them, to be subscribers to said articles of association, and to be the persons so represented.

T. G. PHELPS.
BENJAMIN FLINT.
B. W. HATHAWAY.

[Seal. 5 cent Int.
Rev. Stamp Canceled.]

Subscribed and sworn to before me this 29th day of November, 1865.

GEO. C. WALLER,
Not. Pub.

[Endorsed]: Southern Pacific Railroad Company. Articles of Association. Filed in office of Secretary of State, Dec. 2nd, 1865. Fees $5.00, paid.

In the United States Circuit Court, Southern District of California.

I, Chas. L. Batcheller, master and examiner in chancery of the United States Circuit Court, Southern District of California, do hereby certify that the foregoing five pages are a full, true and correct copy, being Master's Exhibit No. 195 in the case of the United States, Complainant, vs. the Southern Pacific Railroad Company, defendant, No. 68, offered and filed in evidence before me on the 12th day of April, A. D. 1890, and that I have carefully compared the same with the original.

Dated this 12th day of April, A. D. 1890.

CHAS. L. BATCHELLER,
Master and Examiner in Chancery of said Court.

[Endorsed]: 26. Southern Pacific R. R. Co. Articles of Incorporation. Nov. 29, 1865. Certified copy. Filed December 2nd, 1865. Ex. No. 12. L. S. Defendants' Exhibit 2. Introduced in evidence August 14, '84. C. S. M.

U. S. Circuit Court, Southern District of California. United States vs. S. P. R. R. Co. No. 68, Master's Exhibit 195. Filed April 12, 1890. Chas. L. Batcheller, master and examiner in chancery. Plaintiffs' Exhibit No. 2. E. H. Lamme, examiner. Filed June 12, 1890. Wm. M. Van Dyke, Clerk.

U. S. Circuit Court, 9th Circuit, Southern District of California. U. S. vs. S. P. R. R. Co. et al. No. 600. Plaintiffs' Exhibit No. 6. Leo Longley, Special Examiner. Filed Nov. 20, 1895. Wm. M. Van Dyke, Clerk.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES OF AMERICA, Plaintiffs,

vs.

THE SOUTHERN PACIFIC RAILROAD COMPANY, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, LEWIS H. BIXBY, H. J. PARKS, CLARA E. CUMBERLAND, THOMAS S. OLDHAM, O. MORGAN, THE POMONA LAND AND WATER COMPANY, L. L. BRADBURY, H. M. CRAMPTON, CHARLES SEAVES, STODDARD JESS, ELIAS FINK, CHARLES N. PECK, S. W. MOORE, GEORGE D. RIPLEY, C. C. JOHNSON, WILLIAM S. HENDERSON, FRANK JOHNSON, GEORGE RHORES, CASSIE L. FOSS, and JOSEPH HINKELL, Defendants.

Nos. 67, 68, and 69, Consolidated by Order of Court.

Deposition of J. L. Willcutt.

Wednesday, December 18, 1889.

Before CHARLES L. BATCHELOR, Master in Chancery.

J. L. WILLCUTT, first being duly sworn on behalf of the plaintiff, deposes and says:

Mr. CALL.—Q. What is your occupation and residence?

A. Secretary of the Southern Pacific Railroad Company. Residence, Oakland.

Q. Have you been secretary of the Southern Pacific Railroad Company since the 12th day of August, 1873?

A. Yes, sir, I have.

Q. Will you state if you were secretary of any of the companies that have been amalgamated with the Southern Pacific Railroad Company, any of the companies named in the amalgamation of August 12th, 1873—the Southern Pacific Branch Railroad Company?

A. Yes, I was.

Q. The California Southern Railroad Company?

A. Yes, sir, I was secretary of that corporation.

Mr. REDDING.—The respondent, the Southern Pacific Railroad Company, waives the evidence deduced from the anwer of Mr. Willcutt on the ground that the information is secondary, and will concede that he is stating facts from the record as if the record itself spoke.

Mr. CALL.—Q. Can you tell us what was the capital stock authorized of the Southern Pacific Branch Railroad Company on the 12th day of August, 1873?

A. The capital stock I find to be twenty million dollars.

Q. Will you state what was the capital stock of the Southern Pacific Railroad Company prior to that amalgamation in August, 1873?

A. Seventy million of dollars.

Q. State what was the capital stock of the Southern Pacific Railroad Company as amalgamated with the Southern Pacific Branch Railroad Company by the articles of August 12, 1873.

A. Ninety million dollars.

Q. It is stated in article 6 of the articles entitled "Articles of Amalgamation and Consolidation," which is introduced in this case and marked "Stipulated Exhibit B," as follows: "And the said several parties of the first and second parts each for itself hereby sells, assigns, transfers, grants, bargains, releases, and conveys to the said new and consolidated company and corporation, its successors and assigns forever, all its property, real, personal, and mixed, of every kind and description, all its capital stock, all its interest in the shares of its capital stock, subscribed but not fully paid for, all credits, effects, judgments, decrees, contracts, agreements, claims, dues, and demands of every kind and description, and all releases, privileges, franchises, corporate and otherwise, held, owned, claimed by said parties of the first part and second part, or either of them in possession or expectancy, either at law or in equity." Will you please state whether in carrying out this consolidation and amalgamation, any other or different assignment or deeds or transfers were made by either of the old companies to the new consolidated company which is there stated?

A. Not to my knowledge.

Q. Upon these articles referred to being executed, published, and filed, how did you proceed to carry on the business of the company, with respect to the property of

the Southern Pacific Branch Railroad Company and the Southern Pacific Railroad Company, as it existed prior to August 12th, 1873?

A. Exactly as though it had always been the property of the Southern Pacific Railroad Company proper. It carried on the business of both companies under the one name.

Q. Did the Southern Pacific Branch Railroad Company as such carry on any railroad business or otherwise as an independent corporation after the consolidation of 1873, referred to? A. No, sir.

Q. Did the Southern Pacific Railroad Company, the party of the first part, to the agreement of August 12, 1873, referred to, being a corporation with a capital of seventy million dollars, carry on any railroad business or otherwise as such?

A. The business carried on continued in the name of the Southern Pacific Railroad Company. The amount of the capital stock not figuring in any of its transactions, conveyances, or otherwise. Everything was done in the name of the Southern Pacific Railroad Company.

Q. Did any company by the name of the Southern Pacific Railroad Company, having a capital of not more than seventy million dollars, do any railroad business or construct any railroad after the 12th day of August, 1873?

A. No, sir. The corporations consolidated, after the date of the consolidation or practically did so they are not carrying on any business, it all being done under the name of the Southern Pacific Railroad Company.

Q. The companies or corporations which were parties to the contract entitled "Articles of association, amalgamation, and consolidation of October 12, 1870," which are referred to in the evidence before the master as "Stipulated Exhibit A," were treated in the same way as being practically dead, were they not? How were they treated?

A. As though they did not any longer exist with the exception of the Southern Pacific Railroad.

Q. Now, will you please state, in conducting the affairs of the amalgamated company of October 12, 1870, whether or not you carried on the keeping of the books, and all other matters as a single company, and assumed that the property of the various companies were merged into one?

A. They were. The property of the different companies were transferred to a new set of books.

Cross-Examination.

Mr. REDDING.—Q. I understand that on the 11th day of October, 1870, the Southern Pacific Branch Railroad Company, the San Francisco and San Jose Railroad Company, the Santa Clara and Pajaro Valley Railroad Company, with the California Southern Railroad Company, were consolidated and amalgamated under the name of the Southern Pacific Railroad Company?

A. That is correct.

Q. Now, there was existing prior to the 11th day of October, 1870, the corporation known as the Southern Pacific Railroad Company? A. Yes, sir.

Q. And subsequently to the 11th day of October, 1870, there was existing a corporation known as the Southern Pacific Railroad Company? A. Yes, sir.

Q. That received, and had in it, everything pertaining to the companies I have enumerated? A. Correct.

Q. To refresh your mind with reference to the date of several acts of Congress, you remember that on the 27th day of July, 1866, Congress passed an act entitled "An act granting land to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific coast." That act of Congress contains what is known as the grant to the Southern Pacific Railroad of 1866. Have you made any reports to the interior department, or to the President of the United States, or to any person in authority with reference to the Southern Pacific Railroad Company, and that act of Congress, and the terms of that act of Congress. In other words, have any reports gone forth from this office to Washington?

(Objected to as incompetent, immaterial, and not best evidence.)

A. I think various reports have gone forward. I shall have to refer to the files to answer you.

Q. There have been reports?

(Same objections.)

A. Yes, sir.

Q. Is there not what is known as the annual report which goes forth stating the condition of affairs of the company called for by this act of Congress?

(Same objection.)

A. For some years there was an annual report sent forward.

(Same objection.)

Q. That was sent forward by the Southern Pacific Railroad Company?

(Same objection.)

A. Yes, sir.

Q. Now, on the 12th of August, 1873, the Southern Pacific Railroad Company, which is the Southern Pacific Railroad Company that received that land grant, and the Southern Pacific Branch Railroad Company amalgamated and consolidated. Do you know whether or not reports went to Congress, or to Washington, or to any person in authority after 1873, from this office with reference to the act of Congress of July 27, 1866, and also with reference to the act of Congress of March 3, 1871, which is known as the Southern Pacific Branch Line Act from Tehachapi by way of Los Angeles, to Fort Yuma?

(Same objection.)

A. They were.

Q. For what years, and to whom were they sent?

(Same objection.)

A. From 1870 to June, 1877, to the secretary of the interior.

Q. Were they received by him?

(Same objection.)

A. They were sent on regularly to be filed.

Mr. CALL.—I have no objection to the witness stating that they were received.

A. They were received at Washington.

Mr. REDDING.—Q. What was the nature of these reports, and for what purpose were they sent?

(Same objection.)

A. It was the annual report of the company to the secretary of the interior as required by certain acts of Congress. They were all sworn statements.

Q. Have you been in constant communication with Washington, and with the various authorities annually with reference to the affairs of the Southern Pacific Railroad Company since the date of these acts of Congress that I have mentioned?

(Same objection.)

A. I have.

Q. Please continue and state further to whom those reports were made and what the nature of them was.

(Same objection.)

A. I answered—to June 30, 1877, to the secretary of the interior. To 1879, to the United States auditor of railroad accounts. Subsequently to that date, to the commissioner of railroads, department of the interior.

Q. Have there been annual reports made?

A. There have been annual reports made.

Q. And accepted?

(Same objection.)

A. And accepted.

(Same objection).

Q. Have those reports been made by the Southern Pacific Railroad Company?

(Same objection).

A. They have.

Q. Why is it since 1878 you have made the annual reports to the commissioner of railroads?

(Objected to by plaintiff as incompetent, irrelevant, immaterial, and not cross-examination.)

A. Under the act of Congress, approved June 19, 1878, entitled "An act to create an auditor of railroad accounts, and for other purposes."

Q. Section 4 of that act reads: "That each and every railroad company aforesaid which has received from the United States any bonds of the said United States, issued by way of loans, to aid in constructing or furnishing its road, or which has received from the United States any lands granted to it for similar purposes, shall make to the said auditor any and all such reports as he may require from time to time, and shall submit its books and records to the inspection of said auditor, or any person acting in his place or stead, at any time that said auditor may request, in the office where said books and records are usually kept, and that said auditor or his authorized representative shall make such transcript from the said books and records as he may desire." Have the books of the Southern Pacific Railroad Company since July 27, 1866, down to the present time, been open in all respects for the inspection of officers or proper authorities of the United States?

(Same objection by the plaintiff as above stated.)

A. They have.

Q. Has there from time to time been any inspection made of the books of the Southern Pacific Railroad Company since July 27, 1866?

(Same objection by the plaintiff as above stated.)

A. There has not.

Q. But there have been these statements sent on from this office to them?

(Same objection by the plaintiff as above stated.)

A. Yes, sir, regularly.

It is admitted that the testimony taken above has the same force and effect as if the witness was duly sworn by the master in chancery himself, and all objections to the manner of taking it are hereby waived, and the signature to deposition is also waived.

JOSEPH H. CALL,
Solicitor and Counsel for Plaintiff.

JOSEPH D. REDDING,
Solicitor for Respondent, S. P. R. R. Co.

ANDERSON, FITZGERALD & ANDERSON,
Solicitors for Defendants for whom we have appeared.

EDWIN BAXTER,
Solicitor for Defendants for whom I have appeared.

WILL D. GOULD and JAMES H. BLANCHARD,
Attorneys for Joseph Hinckell.

JOHN D. BICKNELL,
Solicitor for L. L. Bradbury.

[Endorsed]: No. 68. Circuit Court of the United States, Ninth Circuit, Southern District of California. United States of America vs. S. P. R. R. Co. et al. Deposition of J. L. Willcutt. Joseph D. Redding, Solicitor for Respondent, S. P. R. R. Co. No. 8 Montgomery street, San Francisco, Cal.

In the Circuit Court of the United States, Southern District of California.

UNITED STATES OF AMERICA, Plaintiffs,		Consolidated Nos. 67, 68, and 69.
vs.		
SOUTHERN PACIFIC RAILROAD COMPANY et al., Defendants.		

Stipulation.

It is hereby stipulated and agreed by and between the respective parties to the above-entitled cause that the depositions and testimony of J. L. Wilcutt and Jerome Madden, and other witnesses in said cause, be taken before Charles T. Stanley, a notary public, at his office, No. 512 Montgomery street, San Francisco, or at such place as it may be adjourned to, on the 13th day of February, 1890, at 10 o'clock A. M., and continuing from time to time thereafter until completed; that the testimony may be written down in short-hand by a short-hand reporter, and thereafter written out in typewriting, and after being so written out in typewriting may be read to and corrected by the witnesses, and that said depositions and testimony, when taken, be read and used in evidence in said cause, with the same effect as if taken by an ex-

aminer pursuant to the laws of Congress and rules in equity of the Supreme Court, but without objection or exception to the time, place, or manner of taking the same, and the form of the question, unless noted at the time.

Dated San Francisco, the 13th day of February, 1890.

JOSEPH H. CALL,
Solicitor for Plaintiff.

JOSEPH D. REDDING,
Solicitor for Defendant, Southern Pacific Railroad Company.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES OF AMERICA, Complainants, vs. THE SOUTHERN PACIFIC RAILROAD COMPANY et al., Respondents. } Nos. 67, 68, and 69. Consolidated by Order of Court.

Deposition of J. L. Willcutt.

Deposition of J. L. Willcutt, a witness called on behalf of the complainant, taken before Charles T. Stanley, Esq., a notary public in and for the city and county of San

Francisco, State of California, on Thursday, February 13, 1890, pursuant to the annexed stipulation, and by consent of the parties.

Counsel Appearing:

Joseph H. Call, Esq., solicitor for the complainant.
Joseph D. Redding, Esq., solicitor for the respondent, The Southern Pacific Railroad Company.

Stephen Potter, Short-hand Reporter, 325 Montgomery street, Room 9, Telephone 1117.

It is stipulated between the parties that the testimony taken before the notary public shall have the same force and effect as if taken before an examiner in chancery.

J. L. WILLCUTT, produced as a witness on behalf of the complainant, being first duly sworn and cautioned, deposes and testifies as follows:

Direct Examination.

By Mr. CALL.—Q. Please state your present occupation.

A. Secretary of the Southern Pacific Railroad Company and other railroad corporations.

Q. State whether or not, prior to October, 1870, you were secretary of the San Francisco and San Jose Railroad Company. A. I was.

Q. Were you also prior to that time secretary of the Santa Clara and Pajaro Valley Railroad Company?

(Question objected to by the respondent, the Southern Pacific Railroad Company, as immaterial, irrelevant, and incompetent.)

A. I was.

Q. Were you also, prior to that time, secretary of the California Southern Railroad Company?

(Question objected to by the respondent, the Southern Pacific Railroad Company, as immaterial, irrelevant, and incompetent.)

A. I was.

Q. Were you also, prior to that time, secretary of the Southern Pacific Railroad Company?

A. I was not.

Q. Have you been secretary of the Southern Pacific Railroad Company since the 12th day of August, 1873?

A. I have.

Q. Have you copies of the articles of incorporation of these railroad companies which we have mentioned which you can refer to?

A. I have all of them filed in my office.

Q. Will you be so good as to send and get them, if they are convenient, so that we can refer to them?

(Witness sends for the papers referred to.)

Q. Were you secretary of the Southern Pacific Branch Railroad Company prior to August 12th, 1873?

(Question objected to by the respondent, the Southern Pacific Railroad Company, as irrelevant, immaterial, and incompetent.)

A. Yes, sir.

Q. Will you state what your general duties were with respect to your position as secretary of the several railroad companies that I have mentioned?

A. I had general charge of the accounts of the company, attended all meetings of the directors, and kept a record of the proceedings of the various meetings, and fulfilled the general duties of a secretary otherwise.

Q. It has been shown in evidence in this case by other testimony that a line of railroad from Tehachapi Pass, via Los Angeles, to the Colorado river at or near Yuma was constructed and is in operation; are you familiar with that line of road—have you been over it?

A. Only partially.

Q. Do you know that part of it north of Los Angeles?

A. Yes, sir.

Q. What is the name of the railroad company that constructed that road?

A. The Southern Pacific Railroad Company.

Q. The company that you have been secretary of since August 12th, 1873, before mentioned?

A. Yes, sir.

(Question objected to by the respondent, the Southern Pacific Railroad Company, as leading, and not proper direct examination, and said respondent moves to strike out the answer.)

(Witness produces the papers heretofore sent for.)

Q. What was the capital stock of the Southern Pacific Railroad Company which constructed that road from Tehachapi Pass to Los Angeles in the month of October, 1873?

(Question objected to by the respondent, the Southern Pacific Railroad Company, as ambiguous, unintelligible, and uncertain, and also as irrelevant, immaterial, and incompetent.)

A. Ninety million dollars.

Q. In October, 1873, how long a time had that company yet to endure under its articles?

(Question objected to by the respondent, the Southern Pacific Railroad Company, on the same grounds as last stated.)

A. Forty-two years; the articles of incorporation are dated November 29th, 1865.

Q. You are reading from those?

A. I have the articles of incorporation before me, dated November 29th, 1865.

Q. You read that from the articles of incorporation of 1865?

A. I take that from the articles of incorporation of 1865.

Q. How long a time had it to endure by the articles of August 12th, 1873?

(Question objected to by the respondent, the Southern Pacific Railroad Company, as ambiguous, uncertain, and unintelligible, and upon the further ground that it has not been stated that there were any articles of incorporation of that date last mentioned, nor has it been so shown.)

Q. I will ask the witness first if you have or can produce a copy of the articles of incorporation of August 12th, 1873, being the articles of amalgamation of the Southern Pacific Railroad Company and the Southern Pacific Branch Railroad Company.

A. Articles of amalgamation and consolidation I can produce; I have them here.

Q. In order that you may understand this question, it has been shown in evidence that the line of road from Tehachapi Pass by way of Los Angeles to the Colorado river was constructed by a corporation by the name of the Southern Pacific Railroad Company between the years 1873 and 1878.

Mr. REDDING.—I would like to state that I think it has also been shown that that road was being constructed from 1871 until 1878, not from 1873. A map of the different locations was filed April 3d, 1871, is not that so?

Mr. CALL.—I believe a map designating the route was filed on April 3d, 1871.

Q. Please state what length of time the Southern Pacific Railroad Company, which constructed that road, had to endure under its articles from and after October, 1873, as shown by the articles.

(Question objected to by the respondent, the Southern Pacific Railroad Company, as immaterial and irrelevant, and also on the ground that the witness has answered the question.)

A. I am unable to answer it from the papers before me; I have only the time given in the articles of 1865, but nothing further.

Q. Have you the articles of 1873?

A. The articles of 1873 are the articles of association, amalgamation, and consolidation.

(Question objected to by the respondent, the Southern Pacific Railroad Company, as incompetent, and also that the articles, if there are any, speak for themselves and are the best evidence.)

Q. Refer to article 1st of the articles of association of 1873?

A. The articles of association, amalgamation, and consolidation of the 12th of August, 1873, provide for the existence of that corporation for the period of fifty years from the date of the articles.

Q. Will you attach a copy of those articles to your deposition? A. Yes, sir.

Q. Will you please do so at your convenience?

A. Yes, sir.

(Objection by the respondent, the Southern Pacific Railroad Company, as immaterial, irrelevant, and incompetent.)

Q. Can you produce a copy of the articles of incorporation of the Southern Pacific Branch Railroad Company?

A. Yes, sir.

Q. Have you a copy there? A. I have.

Q. Referring to those articles, please state what was the capital stock of that company?

A. Twenty million dollars.

Q. Will you please attach a copy of those articles to your deposition? A. Yes, sir.

(Objection by the respondent, the Southern Pacific Railroad Company, as immaterial, irrelevant, and incompetent.)

Q. Can you produce a copy of the articles of incorporation and association of the Southern Pacific Railroad Company which were entered into October 11th, 1870?

A. Yes, sir.

Q. You will please do so and make them a part of your deposition.

(Objection by the respondent, the Southern Pacific Railroad Company, as immaterial, irrelevant, and incompetent.)

Q. Please state whether or not a corporation by the name of the Southern Pacific Railroad Company, having a capital stock of seventy million dollars, and no more than that and no less, constructed any railroad between Tehachapi Pass and Los Angeles after the year 1873?

(Question objected to by the respondent, the Southern Pacific Railroad Company, as immaterial, irrelevant, and incompetent, and as asking the opinion of the witness.)

A. I have known but one corporation, the Southern Pacific Railroad Company, without regard to the capital stock; it has not figured at all upon my books; I have continued the business along with one corporation.

Q. What was the capital stock of that corporation in October, 1873?

(Question objected to by the respondent, the Southern Pacific Railroad Company, upon the same grounds as last stated.)

A. The capital stock of the articles of consolidation of August, 1873, was ninety million dollars.

Q. What was the capital stock in the year 1874, of that company?

(Question objected to by the respondent, the Southern Pacific Railroad Company, upon the same grounds as last stated.)

A. The same amount.

Q. Can you now state, having refreshed your memory, whether a corporation by the name of the Southern Pacific Railroad Company, with a capital stock of seventy million dollars, constructed any railroad or did any railroad business after October, 1873?

(Question objected to by the respondent, the Southern Pacific Railroad Company, as irrelevant, immaterial, and incompetent, and as asking for the opinion of the witness upon a legal conclusion.)

A. I think I have answered the question that as far as my accounts show and the records as taken from my books I have never distinguished between the amount of one capital stock and another; our accounts have been kept along in a continuous set of books, and it has been the Southern Pacific Railroad Company without regard to capital stock.

Q. Was it part of your duty as secretary to sign the certificates of stock, and would it be necessary for you to know the amount of the capital stock that would be authorized to be issued? A. Yes, sir.

Q. Can you not then state whether there was a company by the name of the Southern Pacific Railroad Company with a capital stock of seventy million dollars and no more—whether such a company did business after October, 1873?

(Question objected to by the respondent, the Southern Pacific Railroad Company, on the same grounds as last stated, and also that the witness has answered the question.)

A. I have never drawn the lines of the business of the company upon the representation of the capital stock; the capital stock account has shown the capital standing at different times, but does not appear upon separate books, to have been reduced or increased in accordance with the consolidations which have been made, but the accounts have continued in one set of books, so that in doing any business I have never drawn any line as to whether it was a seventy million dollars capital or ninety million dollars capital, company that was doing the business; the business was continued along in the name of the Southern Pacific Railroad Company.

Q. Only one set of books?

A. One set of books being used, since the consolidation of 1870, when I found the old books were insufficient to carry on the business of the company as consolidated; I then got a new set of books; since that I have continued the accounts along in those books without regard to the capital stock or any difference in the corporation.

Q. At the time that the articles of association of August 12th, 1873, were entered into, it was provided in those articles by article 5th as follows: "Each stockholder of said parties shall have the same number of shares of the capital stock of the new corporation which he now owns and holds of the capital stock of his respective company, upon the same terms and conditions, and shall be entitled to receive from said new corporation certificates therefor, where the same has been fully paid up, upon the surrender of the certificates now held by him; and where the same has not been fully paid up he

shall receive such other evidence of his ownership as the board of directors of said new corporation shall direct upon the surrender of such evidence of his ownership of such unpaid stock as he may now hold"; you will please state whether the stockholders of the Southern Pacific Branch Railroad Company, or any of them, or all of them, surrendered their certificates and received new certificates.

(Question objected to by respondent, the Southern Pacific Railroad Company, as immaterial, irrelevant and incompetent.)

A. They did.

Q. Did the stockholders of the old Southern Pacific Railroad Company receive new certificates, or did they retain them?

(Question objected to by respondent, the Southern Pacific Railroad Company, as immaterial, irrelevant, and incompetent.)

A. They did not receive new ones.

Q. Did the stockholders who owned stock which was fully paid up and subscribed receive any other or different evidence of their holdings than what they originally held?

A. No change was made in the Southern Pacific.

Q. They simply retained those same certificates?

A. The same certificates.

Q. And an additional twenty million dollars was issued to the holders of the stock of the Southern Pacific Branch Railroad Company?

A. If that amount had been fully paid they received stock to the extent which they had paid, whatever it may have been; their certificates of stock or evidence of indebtedness were surrendered, and the certificates of stock or the evidence of ownership of the Southern Pacific Railroad Company were delivered to them and received by them in exchange for it.

Q. In the articles of association, amalgamation, and consolidation dated August 12, 1873, between the Southern Pacific Railroad Company of the first part and the Southern Pacific Branch Railroad Company of the second part, it is stated in the articles that "the said party of the second part was heretofore, to wit, on the 23d day of December, A. D. 1872, duly incorporated and organized under the laws of the State of California, for the purpose of purchasing, constructing, owning, maintaining, and operating a railroad from a point on the Southern Pacific Railroad (the railroad of the party of the first part at or near Salinas City, in the county of Monterey, southeasterly to a point in Kern county, south of Tulare Lake, intersecting the San Joaquin Valley Division of the said Southern Pacific Railroad; also from a point on the above-described line at or near San Miguel, in San Luis Obispo county; thence in a southerly direction to a point of intersection in Los Angeles county with a line of the Southern Pacific Railroad running from Tehachapi Pass by way of Los Angeles to Fort Yuma, said road passing into or through the counties of Monterey, San Luis Obispo, Kern, Santa Barbara, and Los Angeles, and said roads in the aggregate being as near as may be four hun-

dred and twenty-eight miles in length"; can you state whether the Southern Pacific Railroad Company as consolidated by these articles of 1873, the new company, went on and constructed any part of the railroads that it is here provided that the Southern Pacific Branch Railroad Company might construct?

(Question objected to by respondent, the Southern Pacific Railroad Company, as immaterial, irrelevant, and incompetent.)

A. The Southern Pacific Railroad Company has constructed a road along the line mentioned to San Miguel Station; the road has been constructed from Salinas to San Miguel.

Q. Running through what counties?

A. I answer, without knowing the counties, that the line has been constructed from Salinas City to San Miguel.

Q. That line you say was constructed by the Southern Pacific Railroad Company?

A. Constructed by the Southern Pacific Railroad Company.

Q. Do you know the year that that was constructed in?

A. I would have to refer to my books to give the different dates.

Q. About the year, about the time?

A. 1888 or 1889, I should say.

Mr. REDDING.—Q. 1888?

A. 1889.

Mr. CALL.—Q. Was that road constructed in pursuance of these articles and the authority here set forth?

(Question objected to by respondent, the Southern Pacific Railroad Company, as incompetent, immaterial, and irrelevant, and as leading, and as calling for the opinion of the witness in reference to matters to be proven from the records, if at all.)

A. I assume it to have been.

Q. I believe you stated that you had been secretary of the Southern Pacific Railroad Company since August, 1873? A. Yes, sir.

Q. Keeping one set of books for the different roads that have been amalgamated with the Southern Pacific and carrying on the business as one corporation?

A. Continuously.

Q. Can you state whether or not the Southern Pacific Branch Railroad Company, as such, constructed any railroad after the articles were entered into of August 12, 1873? A. It did not.

Q. Did the San Francisco and San Jose Railroad Company, that was consolidated with the Southern Pacific Railroad Company October 11, 1870, construct any railroad after the 11th day of October, 1870?

(Question objected to by respondent, the Southern Pacific Railroad Company, as immaterial, irrelevant, and calling for an incompetent answer and the opinion of the witness.)

A. It did not.

Q. Did the Santa Clara and Pajaro Valley Railroad Company, or the California Southern Railroad Company, construct any railroad after that date?

(Question objected to by respondent, the Southern Pacific Railroad Company, on the same grounds as last stated.)

A. No, sir.

Q. But after the articles of consolidation of October 11, 1870, and of August 12, 1873, I understand that the business was all done under the name of the Southern Pacific Railroad Company as one corporation acting under the new articles?

(Question objected to by respondent, the Southern Pacific Railroad Company, as leading and suggestive, and as incompetent, irrelevant, and immaterial.)

A. Correct; it was all done under the name of the Southern Pacific Railroad Company.

Q. I suppose it acted by authority of the articles of incorporation and association entered into from time to time as it was done, was it not?

(Question objected to by respondent, the Southern Pacific Railroad Company, as leading and suggesting the answer and calling for the opinion of the witness, and as incompetent, irrelevant and immaterial.)

A. My answer heretofore has been that it was done in the name of the Southern Pacific Railroad Company, without regard to its capital stock or any reorganization, it may be said, or consolidation, that I know of.

Q. But you carried on the business as one company and only one corporation?

A. As the Southern Pacific Railroad Company, and only one corporation that I know of.

Cross-Examination.

By Mr. REDDING.—Q. What was the name of the corporation that existed prior to the 11th day of October, 1870, and with which you were connected—was it known as the Southern Pacific Railroad Company?

A. I was not connected with the Southern Pacific Railroad Company prior to October 11th, 1870, but with three corporations that were consolidated with that company, namely, the San Francisco and San Jose Railroad Company, the Santa Clara and Pajaro Valley Railroad Company, and the California Southern Railroad Company.

Q. They were consolidated on that day, were they?

A. The 11th of October, 1870.

Q. Did you become secretary of the Southern Pacific Railroad Company then, or how soon thereafter?

A. Immediately on the organization; immediately after the filing of the articles of consolidation in the office of the secretary of State.

Q. Was there existing a corporation known as the Southern Pacific Railroad Company subsequent to the 11th day of October, 1870?

A. Yes, sir.

Q. To refresh your mind with reference to the date of the several acts of Congress, you will remember that on the 27th day of July, 1866, Congress passed an act entitled "An act granting land to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific Coast," that act of Con-

gress contains what is known as the grant to the Southern Pacific Railroad Company of 1866; have you made any reports to the interior department, or to the President of the United States, or to any person in authority, with reference to the Southern Pacific Railroad Company and that act of Congress and the terms of that act of Congress? In other words, have any reports gone forth from this office, or from your office, to Washington?

(Question objected to by complainant as incompetent, immaterial, and irrelevant and not the best evidence.)

A. Annual reports have been made every year.

Q. What was the name of the company that sent those annual reports?

(Question objected to by complainant on the same grounds as last stated.)

A. The Southern Pacific Railroad Company.

Q. Is that the Southern Pacific Railroad Company of which you were secretary?

(Question objected to by complainant on the same grounds as last stated.)

A. Yes, sir.

Q. Have you continued to be secretary ever since and down to the present day?

(Question objected to by complainant on the same grounds as last stated.)

A. Yes, sir.

Q. And you now are secretary of that company?

(Question objected to by complainant on the same grounds as last stated.)

A. Yes, sir.

Q. On the 12th day of August, 1873, the Southern Pacific Railroad Company, which is the Southern Pacific Railroad Company which received that land grant, and the Southern Pacific Branch Railroad Company, amalgamated and consolidated; do you know whether or not reports went to Congress, or to Washington, or to any person in authority, after 1873, from your office with reference to the act of Congress of July 27, 1866, and also with reference to the act of Congress of March 3, 1871, which is known as the Southern Pacific Branch Line Act Grant from Tehachapi, by way of Los Angeles, to Fort Yuma? Do you know whether any reports have gone forth from your office to Washington, or any other place, with reference to those?

(Question objected to by complainant on the same grounds as last stated.)

A. A report has been sent forward every year.

Q. Do you know to whom they were sent?

(Question objected to by complainant on the same grounds as last stated.)

A. From 1870 to June, 1877, to the secretary of the interior.

Q. Were they received by him?

(Question objected to by complainant on the same grounds as last stated.)

A. They were; they were sent on regularly to be filed.

Mr. CALL.—I have no objection to the witness stating that they were received.

A. They were received at Washington.

Mr. CALL.—I object to the evidence for the reasons above stated.

Mr. REDDING.—Q. What was the nature of the reports, and for what purpose were they sent?

(Question objected to by complainant on the same grounds as last stated.)

A. The annual report of the company to the secretary of the interior as required by certain acts of Congress; they were all sworn statements.

Q. Have you been in constant communication with Washington, and with the various authorities annually, with reference to the affairs of the Southern Pacific Railroad Company since the date of these acts of Congress that I have mentioned?

(Question objected to by complainant on the same grounds as last stated.)

A. I have.

Q. Please continue and state further to whom those reports were made and what the nature of them was.

(Question objected to by complainant on the same grounds as last stated.)

A. I answered to June 30, 1877, they were sent to the secretary of the interior; to 1879 they were sent to the United States auditor of railroad accounts; subsequently to that date to the commissioner of railroads, department of the interior.

Q. Have there been annual reports made?

(Question objected to by complainant on the same grounds as last stated.)

A. There have been.

Q. And accepted?

(Question objected to by complainant on the same grounds as last stated.)

A. Yes, sir.

Q. Have those reports been made by the Southern Pacific Railroad Company?

(Question objected to by complainant on the same grounds as last stated.)

A. They have.

Q. Are you the custodian of the affairs and books and correspondence of the corporation the Southern Pacific Railroad Company?

A. I am, with the exception of the land department.

Q. I refer to the executive department; are you now testifying from your investigations of the files of your office? A. Yes, sir.

Q. And from your examination of the records?

A. Yes, sir.

Q. And correspondence? A. Yes, sir.

Q. Have those reports been made by the Southern Pacific Railroad Company?

(Question objected to by complainant on the same grounds as last stated.)

A. Yes, sir.

Q. Why is it since 1878 you have made the annual reports to the commissioner of railroads?

(Question objected to by complainant on the same grounds as last stated.)

A. Under the act of Congress, approved June 19, 1878, entitled "An act to create an auditor of railroad accounts, and for other purposes."

Q. Section IV of that act reads: "That each and every railroad company aforesaid, which has received from the

United States any bonds of the said United States, issued by way of loans, to aid in constructing or furnishing its road, or which has received from the United States any lands granted to it for similar purposes, shall make to the said auditor any and all such reports as he may require from time to time, and shall submit its books and records to the inspection of said auditor, or any person acting in his place or stead, at any time that said auditor may request, in the office where said books and records are usually kept, and the said auditor, or his authorized representative, shall make such transcript from the said books and records as he may desire"; have the books of the Southern Pacific Railroad Company since July 27, 1866, down to the present time, been open in all respects for the inspection of officers or proper authorities of the United States?

(Question objected to by complainant on the same grounds as last stated.)

A. Yes, sir.

Q. Has there from time to time been any inspection made of the books of the Southern Pacific Railroad Company since July 27, 1866?

(Question objected to by complainant on the same grounds as last stated.)

A. No, sir.

Q. But there have been these statements sent on from this office regularly?

(Question objected to by complainant on the same grounds as last stated.)

A. Yes, sir.

Q. Have you had papers served upon you as secretary of the Southern Pacific Railroad Company in suits brought against it by individuals, and companies, and corporations?

A. Yes, sir.

Q. I mean acting as secretary for the respondent, the Southern Pacific Railroad Company in this suit, you are the secretary of the respondent in this suit, entitled case No. 68, now pending in the Circuit Court of the United States, Ninth Circuit, Southern District of California?

A. Yes, sir.

Q. Were you ever served with any papers in the tax suits brought by the State of California against this respondent?

(Question objected to by complainant as incompetent, immaterial, and irrelevant.)

A. Yes, sir.

Q. I now refer you to volume 127 of the United States Supreme Court Reports, October Term, 1887, on the first page thereof, and from that page on several pages you will see a decision or decisions in the following entitled cases: California vs. The Central Pacific Railroad Company, California vs. The Southern Pacific Railroad Company, and other cases; do you know whether or not the corporation The Southern Pacific Railroad Company therein sued is the same corporation in fact as is sued in this case?

(Question objected to by complainant as incompetent, immaterial, and irrelevant.)

A. It is.

Q. Were you secretary of this corporation at the time it was sued in that suit?

(Question objected to by complainant on the same grounds as last stated.)

A. Yes, sir.

Q. Has there been any change of any nature made in the books of your office, or by resolution of the board of directors, or by meeting of the stockholders, as to the affairs of the Southern Pacific Railroad Company between 1885 and the present date?

(Question objected to by complainant on the same grounds as last stated.)

A. No, sir.

Q. If there had been would you know of it, and would the same have been entered on your books?

(Question objected to by complainant on the same grounds as last stated.)

A. Yes, sir.

Q. Did you go over the road of the Southern Pacific Railroad Company in the course of its construction between Tehachapi and Los Angeles, or between Tehachapi and Fort Yuma, or any portions of it? I refer now to the branch line.

A. I passed over the road to Los Angeles and some points beyond there several times.

Q. Did any vouchers or bills for expenditure or any of the amounts disbursed come under your supervision, control or inspection in the course of its construction?

A. In connection with its construction?

Q. Yes, or in connection with the expenses of the construction? A. The bills for construction did.

Q. Have the bills for the maintenance since its construction come under your inspection or control since that time?

A. Up to the time of its being leased to the Central Pacific Railroad Company and the Southern Pacific Company.

Q. That is to say, up to the time that the Central Pacific Railroad Company and the Southern Pacific Company assumed the lease of its working material?

A. Yes, sir.

Q. Is the company known as the Southern Pacific Railroad Company to-day—is it as a fact the same company that constructed and maintained the construction of the road that you went over from Tehachapi by the way of Los Angeles to Fort Yuma, or along any portion of the road?

(Question objected to by complainant as immaterial, incompetent, and irrelevant, and as calling for the opinion of the witness, and a conclusion of law, and as incompetent for the reason that it has been previously shown by the proper proofs what the facts were in that respect.)

A. I have already answered that I know but one company, the Southern Pacific Railroad Company.

Q. And that is the same company that existed then, and now exists, so far as your knowledge extends?

(Question objected to by complainant on the same grounds as last stated, and the additional objection that the witness has on his direct and cross-examination fully answered the question and stated what the facts were.)

A. Yes, sir.

Corrections.—In the first answer given on page 13 witness desires to correct same and answers as follows: The Southern Pacific Railroad Company has constructed a road along the line mentioned to Santa Margarita; the road has been constructed from Salinas to Santa Margarita; also from Elwood, Santa Barbara county, to connect with the Los Angeles line at Saugus, in Los Angeles county.

In answer to question following last answer referred to on same page the witness desires to correct his answer so as to read as follows: I answer, that without remembering whether there are any intervening counties, that the line has been constructed from Salinas city, in Monterey county, to Santa Margarita in San Luis Obispo county, and from Elwood to Saugus as aforestated.

In answer to third question of the cross-examination, the witness desires to strike out the answer given therein and answer the same as follows: On the date of their consolidation—11th of October, 1870.

J. L. WILLCUTT. J. H. C.

Subscribed and sworn to before me by said J. L. Willcutt in the city and county of San Francisco, this 15th day of February, A. D. 1890.

[Seal] CHAS. T. STANLEY,
Notary Public in and for the City and County of San Francisco, State of California.

State of California,
City and County of San Francisco. } ss.

I, Charles T. Stanley, a notary public in and for said city and county, do hereby certify that pursuant to the foregoing and annexed stipulation entered into by the parties in the case of The United States of America vs. The Southern Pacific Railroad Company and others, No. 69 on the docket of the United States Circuit Court, Southern District of California, and by the agreement of the parties and their solicitors, I did take the deposition of the within named witness, J. L. Willcutt, as follows:

By agreement of the respective solicitors for the parties, I adjourned the taking of said deposition from my office to the office of the Southern Pacific Railroad Company in this city, Mr. Joseph D. Redding, solicitor for the Southern Pacific Railroad Company, and Mr. Joseph H. Call, solicitor for the United States, being personally present, and having waived all formalities, and on the 13th day of February, 1890, at 11 o'clock A. M., the said J. L. Willcutt was produced, and was by me first duly sworn and examined, and his testimony reduced to writing in the mode provided in said stipulation; and did testify as set forth in the foregoing deposition; and after the same was reduced to writing it was carefully read over to said witness, and being by him corrected, was by him signed in my presence and sworn to before me in this city on the 15th day of February, 1890.

And I do further certify that the above-named witness resides at the city of Oakland, county of Alameda, more

than one hundred miles from the city of Los Angeles, and outside of the district of the United States Circuit Court for the Southern District of California.

And I do further certify that I am not of counsel, nor attorney for either or any party to said suit, nor interested in the event of the suit.

In witness whereof, I have hereunto set my hand and seal, this 17th day of February, A. D. 1890.

[Seal]

CHAS. T. STANLEY,
Notary Public.

State of California, Department of State.

I, H. L. Nichols, secretary of State of the State of California, do hereby certify that the annexed is a true, full and correct copy of Articles of Association, Amalgamation and Consolidation of the San Francisco and San Jose, the Santa Clara and Pajaro Valley, the Southern Pacific, and the California Southern Railroad Companies now on file in my office.

Witness my hand and the great seal of State, at office in Sacramento, California, the eighth day of December, A. D. 1870.

[Seal]

H. L. NICHOLS,
Secretary of State,
Lew B. Harris,
Deputy.

Articles of Association, Amalgamation and Consolidation,

Made and executed on this the eleventh day of October, A. D. 1870, by and between the San Francisco and San Jose Railroad Company of the first part, the Santa Clara and Pajaro Valley Railroad Company of the second part, the Southern Pacific Railroad Company of the third part, and the California Southern Railroad Company of the fourth part, witnesseth:

That whereas, the said party of the first part was, heretofore, to wit, on the eighteenth day of August, 1860, duly incorporated and organized under the laws of the State of California for the purpose of constructing, owning, maintaining, and operating a railroad from the city of San Francisco in the county of San Francisco in said State, through said county and the counties of San Mateo and Santa Clara to the city of San Jose in said last named county, a distance of forty-eight miles.

And whereas, the said party of the second part was, heretofore, to wit, on the second day of January, 1868, duly incorporated and organized under the laws of said State for the purpose of constructing, owning, maintaining, and operating a railroad from a point at or near the city of San Jose, in the county of Santa Clara and State aforesaid, connecting at said point with the railroad of the said party of the first part, and to pass thence to a point at or near the town of New Gilroy in the same county, a distance of thirty miles.

And whereas, the said party of the third part was, heretofore, to wit, on the second day of December, 1865,

duly incorporated and organized under the laws of said State for the purpose of constructing, owning, maintaining and operating a railroad from some point on the bay of San Francisco in said State and to pass through the counties of Santa Clara, Monterey, San Luis Obispo, Tulare, Kern, Los Angeles and San Diego to the town of San Diego in said State, thence eastward through the county of San Diego to the eastern boundary line of said State, a distance of seven hundred and twenty miles as near as may be, there to connect with a contemplated railroad from said eastern boundary line of said State to the Mississippi river, and has received large grants of land from the government of the United States to aid it in the construction and equipment of said road.

And whereas, the said party of the fourth part was, heretofore, to wit, on the twenty-second day of January, 1870, duly incorporated and organized under the laws of said State for the purpose of constructing, owning and maintaining a railroad from a point at or near the town of Gilroy in the county of Santa Clara in said State, and to pass through the counties of Santa Clara, Santa Cruz and Monterey to a point at or near the town of Salinas City in said last-named county, a distance of forty-five miles as near as may be.

And whereas, said parties believe a consolidation and amalgamation of their capital stocks, debts, properties, assets, roads, telegraphs, lands and franchises will be mutually advantageous.

And whereas, more than three-fourths in value of all the stockholders in interest of each of said parties have

consented in writing to such amalgamation and consolidation upon the terms and conditions hereinafter set forth:

Now, therefore, under and by virtue of the statute of the State of California, in such case made and provided, the said parties do hereby mutually covenant and agree, each with each and all the others to the following articles, to wit:

Article First.

Said parties do hereby amalgamate and consolidate themselves into a new corporation under the name and style of the Southern Pacific Railroad Company, which new corporation shall continue in existence for the period of fifty years, from the date of these articles; and they do further consolidate and amalgamate their several capital stocks, debts, properties, assets, roads, telegraphs, lands, franchises, rights, titles, privileges, claims, and demands of every kind whatsoever, as well in possession as in expectancy, at law or in equity, and do grant, convey, and vest the same in said new corporation as fully as the same are now severally held and enjoyed by them or either of them, subject, however, to all conditions, obligations, stipulations, contracts, agreements, liens, mortgages, incumbrances, claims, and charges thereon, or in any wise affecting the same.

Article Second.

The object and purpose of said new corporation shall be to purchase, construct, own, maintain, and operate a continuous line of railroad from the city of San Fran-

cisco in the State of California through the city and county of San Francisco, the counties of San Mateo, Santa Clara, Monterey, Fresno, Tulare, Kern, San Bernardino, and San Diego to some point on the Colorado river in the southeastern part of the State of California, a distance of seven hundred and twenty miles as near as may be; also a line of railroad from the town of Gilroy, in the county of Santa Clara in said State, passing through said county and the counties of Santa Cruz and Monterey to a point at or near Salinas City, in said last-named county, a distance of forty-five miles as near as may be; also such branches to said lines as the board of directors of said new corporation may hereafter consider advantageous to said corporation and direct to be established.

Article Third.

The board of directors of said new corporation shall consist of seven persons, and the following named persons shall act as such directors until their successors shall have been duly elected pursuant to the by-laws of said new corporation hereafter to be adopted, viz: Lloyd Tevis, Leland Stanford, Charles Crocker, C. P. Huntington, Mark Hopkins, Charles Mayne, and Peter Donahue.

Article Fourth.

The capital stock of said new corporation shall be fifty million dollars, consisting of five hundred thousand shares of one hundred dollars each, that sum being the contemplated actual cost of said railroads, including telegraph lines, rolling stock, motive power, shops, depots, etc.

Article Fifth.

Each stockholder of each of said parties shall have the same number of shares of the capital stock of the new corporation which he now owns and holds of the capital stock of his respective company, upon the same terms and conditions, and shall be entitled to receive from said new corporation certificates therefor, where the same has been fully paid up, upon the surrender of the certificates now held by him, and where the same has not been fully paid up, he shall receive such other evidence of his ownership as the board of directors of said new corporation shall direct, upon the surrender of such evidence of his ownership of such unpaid stock of his respective company, as he may now hold.

Article Sixth.

Said new corporation shall assume and perform all the contracts, agreements, covenants, duties, and obligations of what kind soever, of each of said parties, and shall pay and discharge all debts, claims, and demands existing against either and all of said parties, but nothing herein contained shall release the said parties or either of them, or their stockholders, or any of them from any of their just liabilities.

In testimony whereof, the said parties have severally caused these articles to be signed and executed by affixing thereto their respective corporate names and seals, by their respective presidents and secretaries, pursuant

to the orders of their respective boards of directors heretofore made, on the day and year first above written.

SOUTHERN PACIFIC RAILROAD COMPANY,

[Southern Pacific R.R. Co. Seal.]

By LLOYD TEVIS,
President.
B. B. MINOR,
Secretary.

THE SAN FRANCISCO AND SAN JOSE RAILROAD COMPANY,

[San Francisco and San Jose R. R. Company Seal.]

By H. M. NEWHALL,
President.
J. L. WILLCUTT,
Secretary.

SANTA CLARA AND PAJARO VALLEY RAILROAD COMPANY,

[Santa Clara & Pajaro Valley R. R. Company Seal.]

By P. DONAHUE,
President.
J. L. WILLCUTT,
Secretary.

CALIFORNIA SOUTHERN RAILROAD COMPANY.

[Seal]

By CHAS. MAYNE,
President.
J. L. WILLCUTT,
Secretary.

The undersigned, being holders of more than three-fourths in value of the capital stock of the San Francisco and San Jose Railroad Company, party of the first part, in and to the foregoing articles, do hereby consent to the terms and conditions in said articles contained, and do consent to the consolidation therein provided for. Done this, the eleventh day of October, 1870.

H. M. NEWHALL.
P. DONAHUE.
CHAS. MAYNE.
W. C. RALSTON.
JAS. O'NEILL.
G. PALACHE.
MYLES D. SWEENEY.

The undersigned, being holders of more than three-fourths in value of the capital stock of the Santa Clara and Pajaro Valley Company, party of the second part in and to the foregoing articles, do hereby consent to the terms and conditions in said articles contained, and do consent to the consolidation therein provided for.

Done this, the eleventh day of October, 1870.

H. M. NEWHALL.
P. DONAHUE.
CHAS. MAYNE.
JAS. O'NEILL.
MYLES D. SWEENEY.
RICHD. P. HAMMOND.
J. L. WILLCUTT.
J. O. ELDRIDGE.
EDWARD MARTIN.

The undersigned, being holders of more than three-fourths in value of the capital stock of the Southern Pacific Railroad Company, party of the third part in and to the foregoing articles, do hereby consent to the terms and conditions in said articles contained, and do consent to the consolidation therein provided for.

Done this the eleventh day of October, 1870.

LLOYD TEVIS.
WM. E. BARRON.
By his Attorney in Fact, THOMAS BELL.
THOMAS BELL.
W. B. CARR,
B. B. MINOR.

The undersigned, being holders of more than three-fourths in value of the capital stock of the California Southern Railroad Company, party of the fourth part, in and to the foregoing articles, do hereby consent to the terms and conditions in said articles contained, and do consent to the consolidation therein provided for.

Done this, the eleventh day of October, 1870.

H. M. NEWHALL.
P. DONAHUE.
CHAS. MAYNE.
MYLES D. SWEENEY.
RICHD. P. HAMMOND.
J. L. WILLCUTT.
G. PALACHE.
J. O. ELDRIDGE.
EDWARD MARTIN.

[Endorsed]: Southern Pacific Railroad Company, being articles of association, amalgamation and consolidation of the San Francisco and San Jose, the Santa Clara and Pajaro Valley Railroad Companies, and the Southern Pacific and the California Southern Railroad Companies. Filed in office of the secretary of State, October 12, A. D. 1870. H. L. Nichols, Secretary of State.

Articles of Association of the Southern Pacific Branch Railroad Company.

Know all men by these presents, that we, the undersigned, being subscribers to the capital stock of a contemplated railroad from a point on the Southern Pacific Railroad at or near Salinas City, in Monterey county, southeasterly to a point in Kern county, south of Tulare Lake, intersecting the San Joaquin Valley division of the said Southern Pacific Railroad.

Also, from a point on the above-described line, at or near San Miguel in San Luis Obispo county; thence in a southerly direction to a point of intersection in Los Angeles county with the line of the Southern Pacific Railroad, running from Tehachapi Pass by way of Los Angeles to Fort Yuma, which stock so subscribed by us amounts to not less than one thousand dollars per mile for each mile of said railroad, and ten per cent in cash has been actually and in good faith paid thereon to E. H. Miller, Jr., one of the number, who has been by us appointed temporary treasurer, and being desirous of forming a corporation, do hereby, at a regular meeting of said

stockholders held pursuant to due notice thereof in writing given by said treasurer, adopt the following

Articles of Association.

Article First.

We, the undersigned, do hereby form and organize ourselves into a corporation, under and in pursuance of an act of the State of California, entitled "An act to provide for the incorporation of railroad companies and the management of the affairs thereof and other matters relating thereto," approved May 20, 1861, and of the several acts supplementary thereto and amendatory thereof, for the purpose of purchasing, constructing, owning, maintaining and operating a railroad from a point on the Southern Pacific Railroad at or near Salinas City, in the county of Monterey, southeasterly to a point in Kern county, south of Tulare Lake, intersecting the San Joaquin Valley division of the said Southern Pacific Railroad.

Also, from a point on the above-described line, at or near San Miguel, in San Luis Obispo county; thence in a southerly direction to a point of intersection in Los Angeles county, with the line of the Southern Pacific Railroad running from Tehachapi Pass, by way of Los Angeles to Fort Yuma. The counties into or through which the said railroad is intended to pass are Monterey, San Luis Obispo, Kern, Santa Barbara and Los Angeles.

Article Second.

The name of the said corporation is, and shall be, the "Southern Pacific Branch Railroad Company."

The time of the existence of the said company shall be fifty years. And the length of the proposed railroad, as near as may be, is one hundred and eighty miles, for the first described part; and two hundred and forty miles for the second described part, being an aggregate of four hundred and twenty miles.

Article Third.

The capital stock of the said corporation shall be twenty millions dollars, being the actual contemplated cost of constructing said railroad, together with the cost of the right of way, motive power and every other appurtenance and thing, for the completion and running of said road, as nearly as can be estimated by competent engineers. Said capital stock shall consist of and be divided into two hundred thousand shares of one hundred dollars each.

Article Fourth.

The number of directors to manage the affairs of said corporation shall be five, and the names of the persons chosen to act as such directors and to hold their offices until others are duly elected are E. H. Miller, Jr., Albert Gallatin, B. B. Redding, Benjamin R. Crocker and Charles H. Cummings. All of whom are subscribers to these articles of association.

In testimony whereof, we have hereunto severally subscribed our names, places of residence, and the number

of said shares of stock held by each, this 20th day of December, 1872.

Names.	Residence.	No. of Shares.	Amount.
E. H. Miller, Jr.	Sacramento	Five	$ 500.00
Albert Gallatin	"	Five	500.00
W. R. S. Foye	"	Five	500.00
C. H. Cummings	"	Five	500.00
E. I. Robinson	"	Five	500.00
Leland Stanford	"	2085 shrs.	208,500.00
Mark Hopkins	"	2085 "	208,500.00
Benjamin B. Redding	"	Five	500.00
E. W. Hopkins	"	Five	500.00
B. R. Crocker	"	Five	500.00
		4,210 shrs.	$421,000.00

State of California,
County of Sacramento. } ss.

On this twenty-third day of December, A. D. 1872, personally appeared before the undersigned, a notary public in and for said county of Sacramento, Charles H. Cummings, E. H. Miller, Jr., and Albert Gallatin, three of the directors of the "Southern Pacific Branch Railroad Company," who, being by me duly sworn, say, that more than one thousand dollars for each and every mile of the railroad proposed and mentioned in the foregoing articles of association, to wit, four hundred and twenty-one thousand ($421,000.00) dollars have actually and in good faith been subscribed to the capital stock of said com-

pany by persons whose names appear subscribed to the said articles of association, and that ten per cent on the said amount so subscribed, to wit, forty-two thousand one hundred ($42,100.00) dollars, have actually and in good faith been paid in cash to E. H. Miller, Jr., the treasurer named and appointed by said subscribers from among their number, and that the said subscribers are all known to the said three directors, and to each of them, to be subscribers to said articles of association, and to be the persons so represented.

E. H. MILLER, Jr.
ALBERT GALLATIN.
C. H. CUMMINGS.

Subscribed and sworn to before me, this 23rd day of December, A. D. 1872.

[Seal] CHARLES J. TORBERT,
Notary Public in and for Sacramento County, State of California.

[Endorsed]: Filed in the office of the secretary of State, December 23, 1872. Drury Melone, Secty. of State. Per H. H. Russell, Deputy.

State of California, Department of State.

I, D. M. Burns, secretary of State of the State of California, do hereby certify that I have compared the annexed copy of articles of association of the "Southern Pacific Branch Railroad Company," filed Dec. 23, 1872, in this office with the original now on file in my office, and that the same is a correct transcript therefrom and of the whole thereof.

Witness my hand and the Great Seal of State, at office in Sacramento, California, the 27th day of March, A. D. 1880.

[Seal]

D. M. BURNS,
Secretary of State.
By ————,
Deputy.

Articles of Association, Amalgamation and Consolidation,

Made and executed on this the twelfth day of August, A. D. 1873, by and between the Southern Pacific Railroad Company of the first part, and the Southern Pacific Branch Railroad Company of the second part, witnesseth:

That whereas, the said party of the first part heretofore, to wit, on the eleventh day of October, A. D. 1870, was duly incorporated and organized under the laws of the State of California, by the amalgamation and consolidation of the following railroad corporations theretofore existing under the laws of said State, to wit, The San Francisco and San Jose Railroad Company, The Santa Clara and Pajaro Valley Railroad Company, The Southern Pacific Railroad Company and the California Southern Railroad Company, pursuant to articles of amalgamation and consolidation of that date by them agreed upon, which articles were subsequently amended, to wit, on the eleventh day of April, A. D. 1871, by virtue of the laws of said State, whereby said corporation became duly incorporated and organized under the laws of said State for the purpose of purchasing, constructing, owning, maintaining and operating a continuous

line of railroad from the city of San Francisco in the State of California, through the city and county of San Francisco, the counties of San Mateo, Santa Clara, Monterey, Fresno, Tulare, Kern, San Bernardino and San Diego to some point on the Colorado river in the southeastern part of the State of California, a distance of seven hundred and twenty miles, as near as may be; also a line of railroad from a point at or near Tehachapi Pass, by way of Los Angeles, to the Texas Pacific Railroad, at or near the Colorado river, a distance of three hundred and twenty-four miles as near as may be; also a line of railroad from the town of Gilroy in the county of Santa Clara, in said State, passing through said county and the counties of Santa Cruz and Monterey to a point at or near Salinas City in said last-named county, a distance of forty-five miles, as near as may be, and also such branches to said lines as the board of directors of said corporation may consider advantageous to said corporation and direct to be established;

And whereas, the said party of the second part was heretofore, to wit, on the twenty-third day of December, A. D. 1872, duly incorporated and organized under the laws of the State of California for the purpose of purchasing, constructing, owning, maintaining and operating a railroad from a point on the Southern Pacific Railroad (the railroad of the party of the first part) at or near Salinas City in the county of Monterey, southeasterly to a point in Kern county, south to Tulare Lake, intersecting the San Joaquin Valley division of the said Southern Pacific Railroad; also from a point on the

above-described line, at or near San Miguel, in San Luis Obispo county, thence in a southerly direction to a point of intersection in Los Angeles county with the line of the said Southern Pacific Railroad running from Tehachapi Pass, by way of Los Angeles, to Fort Yuma—said roads passing into or through the counties of Monterey, San Luis Obispo, Kern, Santa Barbara and Los Angeles, and said roads, in the aggregate being, as near as may be, four hundred and twenty-eight miles in length;

And whereas, said parties believe a consolidation and amalgamation of their capital stocks, debts, properties, assets, roads, telegraphs, land and franchises will be mutually advantageous;

And whereas, more than three-fourths in value of all the stockholders in interest of each of said parties have consented in writing to such amalgamation and consolidation upon the terms and conditions hereinafter set forth:

Now, therefore, under and by virtue of the statutes of the State of California, in such case made and provided, the said parties do hereby mutually covenant and agree, each with the other, to the following articles, to wit:

Article First.

Said parties do hereby amalgamate and consolidate themselves into a new corporation under the name and style of the Southern Pacific Railroad Company, which new corporation shall continue in existence for the period of fifty years from the date of these articles; and they do further consolidate and amalgamate their several

capital stocks, debts, properties, assets, roads, telegraphs, lands, franchises, rights, titles, privileges, claims, and demands of every kind whatsoever as well as in possession as in expectancy, at law or in equity, and do grant, convey and vest the same in the said new corporation, as fully as the same are now severally held and enjoyed by them respectively, subject, however, to all conditions, obligations, stipulations, contracts, agreements, liens, mortgages, encumbrances, judgments, claims and charges thereon or in anywise affecting the same or any part thereof.

Article Second.

The object and purpose of said new corporation shall be to purchase, construct, own, maintain, and operate the several lines of railroad hereinbefore described, to wit, a line of railroad from the city of San Francisco in the State of California, through the city and county of San Francisco, the counties of San Mateo, Santa Clara, Monterey, Fresno, Tulare, Kern, San Bernardino and San Diego, to some point on the Colorado river, in the southeastern part of the State of California, a distance of seven hundred and twenty miles as near as may be; also a line of railroad from a point at or near Tehachapi Pass, by way of Los Angeles to the Texas Pacific Railroad at or near the Colorado river, passing through the counties of Los Angeles, San Bernardino and San Diego, a distance of three hundred and twenty-four miles as near as may be; also a line of railroad from the town of Gilroy in the county of Santa Clara in said State, passing through said county and the counties of Santa Cruz and Monterey to

a point at or near Salinas City, in said last-named county, a distance of forty-five miles, as near as may be; also a line of railroad from a point on the line thirdly above described at or near Salinas City in the county of Monterey, southeasterly through said county and into Kern county to a point south of Tulare Lake in said last-named county, intersecting at said point the line of railroad first above described, a distance of one hundred and eighty miles, as near as may be; also a line of railroad from a point on the last-above described line, at or near San Miguel in the county of San Luis Obispo, thence in a southerly direction through said county, the county of Santa Barbara, and into the county of Los Angeles, to a point of intersection with the line of railroad secondly above described, to wit, the line from Tehachapi Pass, by way of Los Angeles, to the Texas Pacific Railroad at or near the Colorado river, a distance of two hundred and forty miles, as near as may be, making in all fifteen hundred and nine miles, as near as may be, and such branches to said lines as the board of directors of said new corporation may hereafter from time to time establish.

Article Third.

The board of directors of said new corporation shall consist of seven persons, and the following named persons shall act as such directors until their successors shall have been duly elected pursuant to the by-laws of said new corporation hereafter to be adopted, viz: C. P. Huntington, D. D. Colton, Robert Robinson, Charles Mayne, S. T. Gage, E. H. Miller, Jr., and J. L. Willcutt.

Article Fourth.

The capital stock of said new corporation shall be ninety million dollars, divided into nine hundred thousand shares of one hundred dollars each, that sum being the contemplated actual cost of said railroads, including telegraph lines, rolling stock, motive power, shops, depots, etc.

Article Fifth.

Each stockholder of each of said parties shall have the same number of shares of the capital stock of the new corporation which he now owns and holds of the capital stock of his respective company, upon the same terms and conditions, and shall be entitled to receive from said new corporation certificates therefor where the same has been fully paid up, upon the surrender of the certificates now held by him, and where the same has not been fully paid up, he shall receive such other evidence of his ownership as the board of directors of said new corporation shall direct upon the surrender of such evidence of his ownership of such unpaid stock as he may now hold.

Article Sixth.

And the said several parties of the first and second parts, each for itself, hereby sells, assigns, transfers, grants, bargains, releases, and conveys to the said new and consolidated company and corporation, its successors and assigns forever, all its property, real, personal, and mixed, of every kind and description, all its capital stock, all its interest in the shares of its capital stock subscribed but not fully paid for, all credits, effects, judg-

ments, decrees, contracts, agreements, claims, dues and demands of every kind and description, and all rights, privileges, and franchises, corporate and otherwise, held, owned or claimed by said parties of the first and second parts or either of them in possession or expectancy, either at law or in equity, subject, however, to all conditions, obligations, stipulations, contracts, agreements, liens, mortgages, encumbrances, claims and charges thereon or in anywise affecting the same.

Article Seventh.

The said new and consolidated company and corporation is to be liable for and shall fulfill, perform, do, and pay all and each of the contracts and agreements, covenants, duties, obligations, liabilities, debts, dues and demands of the said several parties of the first and second parts, but this amalgamation and consolidation shall not in any way relieve the said parties of the first and second parts, or the stockholders thereof, from any and all just liabilities.

In testimony whereof, the said party of the first part has caused this instrument to be signed by its vice-president (the president being absent) and its secretary, and its corporate seal to be hereunto affixed, and the said party of the second part has caused this instrument to be signed by its president and secretary, and its corporate seal thereunto affixed, in pursuance of orders and resolu-

tions of their several boards of directors made on the twelfth day of August, 1873.

SOUTHERN PACIFIC RAILROAD COMPANY.

[Seal] By DAVID D. COLTON,
Vice-President.

J. L. Willcutt,
Secretary.

SOUTHERN PACIFIC BRANCH RAILROAD COMPANY,

[Seal] By B. R. CROCKER,
President.

By E. H. Miller, Jr.,
Secretary.

We, the undersigned, being the holders of stock to the extent of more than three-fourths of the value of all stockholders in interest of the said Southern Pacific Railroad Company, party of the first part to the foregoing new articles of association, amalgamation and consolidation, the said parties of the first and second parts hereby consent to such amalgamation and consolidation and to the said new articles of association, this twelfth day of August, A. D. 1873.

LELAND STANFORD.
CONTRACT & FINANCE CO.,
Per W. E. Brown, Secty.
MARK HOPKINS.
ROBERT ROBINSON.
S. T. GAGE.
CHAS. MAYNE.
DAVID D. COLTON.
J. L. WILLCUTT.
E. H. MILLER, JR.

We, the undersigned, being the holders of stock to the extent of more than three-fourths of the value of all stockholders in interest of the said Southern Pacific Branch Railroad Company, party of the second part to the foregoing new articles of association, amalgamating and consolidating the said parties of the first and second parts, hereby consent to such amalgamation and consolidation and to the said new articles of association this twelfth day of August, A. D. 1873.

LELAND STANFORD.
E. H. MILLER, Jr.
ALBERT GALLATIN.
MARK HOPKINS.
E. W. HOPKINS.
C. H. CUMMINGS.
B. R. CROCKER.

[Endorsed]: Filed in the office of the secretary of state August 19, 1873. Drury Melone, Secty. of State. By H. H. Russell, Deputy. H. Recorded in Book 4, Page 584.

State of California, Department of State.

I, W. C. Hendricks, secretary of state of the State of California, do hereby certify that I have carefully compared the annexed copy of articles of association, amalgamation and consolidation of the Southern Pacific Railroad Company with the Southern Pacific Branch Railroad Company with the original now on file in my office, and that the same is a correct transcript therefrom and of the whole thereof. Also, that this authentification is in due form and by the proper officer.

Witness my hand and the Great Seal of State, at office in Sacramento, California, the 16th day of August, A. D. 1888.

[Seal]

W. C. HENDRICKS,
Secretary of State.
By H. B. Davidson,
Deputy.

[Endorsed]: U. S. Circuit Court, Southern District of Cal. United States vs. S. P. R. R. Co. No. 68. Master's Exhibit 102. Filed March 20, 1890. Chas. L. Batcheller, Master and Examiner in Chancery. Plaintiff's Exhibit No. 3. E. H. Lamme, Examiner. Opened and filed March 20th, 1890. Wm. M. Van Dyke, Clerk. U. S. Circuit Court, Ninth Circuit, Southern District of California. U. S. vs. S. P. R. R. Co. et al., No. 600. Plaintiff's Exhibit No. 7. Leo Longley, Special Examiner. Filed Nov. 20, 1895. Wm. M. Van Dyke, Clerk.

San Francisco, Thursday, September 28, 1893, 2:15 P. M.

Testimony of J. L. WILLCUTT.

J. L. WILLCUTT, called as a witness on behalf of the defendants, being duly sworn, testified as follows:

Direct Examination.

Mr. REDDING—Q. What is your present occupation?

A. Secretary of the Southern Pacific Railroad Company and other corporations.

Q. How long have you been secretary of the Southern Pacific Railroad Company? A. Since October, 1870.

Q. In what occupation were you before that time?

A. Secretary of the San Francisco and San Jose Railroad Company, which was one of several corporations that were consolidated into the Southern Pacific Railroad Company.

Q. Can you produce the resolution of the board of directors of the Southern Pacific Railroad Company, or a copy thereof, showing when you were appointed secretary, if desired by the Government counsel?

A. I can give you a certified copy of the record of the proceedings of the meeting at which I was elected.

Mr. REDDING.—I wish you would do so at your convenience.

Q. The Congress of the United States made a grant of lands on March 3, 1871, to the Southern Pacific Railroad Company, known as the branch line grant from Tehachapi by the way of Los Angeles to Fort Yuma; can you produce the minutes of the Southern Pacific Railroad Company at about that time, wherein, if it is a fact, the Southern Pacific Railroad Company accepted the terms, impositions and conditions of that grant? A. I can do so.

Q. Will you please produce them?

(Witness produces a book which is endorsed "Record A, Southern Pacific R. R. Co.")

Q. What volume have you produced?

A. Volume A of the minutes of the meetings of the Southern Pacific Railroad Company, both of the stockholders and the directors.

Q. Will you please turn to that page of the record wherein you were declared elected the secretary of the

company, and will you read, and quote in reading, that portion of the record of the particular meeting, giving it as to date, when you were elected?

Mr. CALL.—I object to the question, and to the testimony asked for, upon the ground that the same is incompetent, immaterial, and irrelevant; and upon the further ground that the Southern Pacific Railroad Company therein referred to is not the same corporation, nor the same Southern Pacific Railroad Company, defendant in this suit; and upon the further ground that the lands involved in this case were excepted out of the grant to the Southern Pacific Railroad Company by the terms and conditions of the act of Congress of July 27, 1866, and the act of Congress of March 3, 1871, the lands in suit herein having been withdrawn for the benefit of the Atlantic and Pacific Railroad Company and reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon the further ground that the questions of law and of fact at issue in this case have been finally adjudicated by the Supreme Court of the United States, and by the United States Circuit Court for the Southern District of California, in a suit between the same parties, as shown by the records of such decisions which are in evidence herein.

A. (Reads.) "At a meeting of the board of directors of the Southern Pacific Railroad Company held on Wednesday, the 12th day of October, 1870, for the purpose of organizing as a board and the election of the necessary officers for the ensuing year * * * J. L. Willcutt, was nominated for secretary, and receiving the unanimous

vote of the board was declared duly elected secretary of the company."

(I hereby certify that I have compared the statement of the witness in the foregoing answer with the minutes of the meeting of the board of directors of the Southern Pacific Railroad Company, held on Wednesday, the 12th day of October, 1870, as they appear on page 6 of the volume endorsed "Record A, Southern Pacific R. R. Co.," and find it to be a full, true, and correct statement of the words appearing in said minutes in that particular.

STEPHEN POTTER,
Special Examiner.)

Mr. REDDING.—I suppose that the same agreement between us will be followed in this case, that where the special examiner certifies to the correctness of a portion of any document or resolution, that that will suffice instead of putting the entire volume in evidence?

Mr. CALL.—I have no objections to the special examiner making a copy of such parts of the written evidence as you direct him to make in this instance, and that it may stand in lieu of the original, subject to the same objections made.

Mr. REDDING.—Mr. Examiner, if the quotation of the witness from the original record is correct, will you please state so in parenthesis after the quotation in your record of this testimony?

Q. Will you please turn to the resolution of the board of directors of the Southern Pacific Railroad Company, if such resolution exists, wherein it was resolved to accept

the terms, impositions, and conditions of the act of Congress of March 3, 1871, above referred to, and will you read that resolution from your original record?

(Same objection.)

A. (Reads.) "At a meeting of the board of directors held on May 16, 1871, the following resolution was presented by Lloyd Tevis, and adopted by a unanimous vote: Resolved, that this company will and does hereby accept the terms, conditions, and impositions of the act of the Congress of the United States, entitled 'An act to incorporate the Texas Pacific Railroad Company and to aid in the construction of its road, and for other purposes,' approved March 3d, 1871, and that a copy of this resolution of acceptance, certified under the seal of this company, be forwarded to and filed with the secretary of the interior."

(I hereby certify that I have compared the statement of the witness in the foregoing answer with the minutes of the meeting of the board of directors of the Southern Pacific Railroad Company held on May 16, 1871, as they appear on page 41 of the volume endorsed "Record A, Southern Pacific R. R. Co.," and find it to be a full, true, and correct statement of the words appearing in said minutes in that particular.

STEPHEN POTTER,
Special Examiner.)

Mr. CALL.—The evidence is objected to upon the ground that the same is incompetent, immaterial, and irrelevant; and upon the further ground that the Southern Pacific Railroad Company therein referred to is not the

same corporation nor the same Southern Pacific Railroad Company, defendant in this suit; and upon the further ground that the lands involved in this case were excepted out of the grant to the Southern Pacific Railroad Company by the terms and conditions of the act of Congress of July 27, 1866, and the act of Congress of March 3, 1871, the lands in suit herein having been withdrawn for the benefit of the Atlantic and Pacific Railroad Company and reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon the further ground that *that* the questions of law and of fact at issue in this case have been finally adjudicated by the Supreme Court of the United States, and by the United States Circuit Court for the Southern District of California, in a suit between the same parties, as shown by the records of such decisions which are in evidence herein; and upon the further ground that it is not the best evidence of the matter sought to be adduced.

Mr. REDDING.—Q. Is that resolution followed by the seal of the company and the signature of the secretary of the company, certifying that the resolution was passed?

A. It is not usual to place any seal, but to sign upon the records by myself, as secretary of the meeting, which was done in this case.

Q. Has a copy of this resolution been forwarded by you as secretary and deposited in the interior department?

(Same objection.)

A. It has been.

Q. What directors were present at that meeting of the company when that resolution was passed?

(Same objection.)

A. Charles Crocker, Leland Stanford, Lloyd Tevis, Charles Mayne and Peter Donahue.

Q. Who were the directors of the Southern Pacific Railroad Company at that time?

(Same objection.)

A. Those already named, together with C. P. Huntington and Mark Hopkins.

Q. Is that the original record that you are reading from?

(Same objection.)

A. Yes, sir.

Q. Is that your signature attached to the resolution?

(Same objection.)

A. Yes, sir; attached to the proceedings of the meeting.

Q. Did you sign your name there?

(Same objection.)

A. Yes, sir.

Q. Were you present at the meeting?

(Same objection.)

A. Yes, sir.

Q. Did you hear the resolution proposed and carried?

(Same objection.)

A. I did; I read it myself.

Q. Were those gentlemen present that you have enumerated?

(Same objection.)

A. They were.

Q. Did you see them there?

(Same objection.)

A. Yes, sir.

Q. Have you, as secretary of the Southern Pacific Railroad company, had in charge, or been instrumental in making any reports to the interior department of the Government of the proceedings of this railroad company subsequent to March 3, 1871, and in pursuance of the act of Congress last above referred to?

(Same objection.)

A. I have.

Q. Will you state in what manner reports have been made, and for what purpose, and generally with reference to what subject matter, from the Southern Pacific Railroad Company to the interior department?

(Same objection.)

A. I have here a complete list of such reports, which I can give in extenso, if they are wished.

Q. What are those reports in general?

(Same objection.)

A. The operations of the road.

Q. Please give a list of these reports that have been made through your instrumentality to the interior department subsequent to 1870?

(Same objection.)

A. In 1871, 1872, 1873, 1874, 1875, 1876, and 1877 annual reports were made to the secretary of the interior for the year ending June 30th. They called for: 1st. Names and residences of stockholders; 2d. Names and

residences of directors; 3d. Amount of stock subscribed and amount of stock actually paid in; 4th. A description of the lines of road surveyed, of the lines thereof fixed upon for the construction of the road and the total cost of such surveys; 5th. The amount received from passengers on the road; 6th. The amount received for freight thereon; 7th. The expense of said road and its fixtures, total and annual separately; 8th. The indebtedness of said company, setting forth the various kind thereof; and were accompanied by the reports of the chief engineer, superintendent and land agent.

For the years 1878, 1879, and 1880 semi-annual and annual reports were made to the United States auditor of railroad accounts.

The report to June 30, 1878, called for:

Names and residences of officers and directors with business address.

Copies of printed reports of the company for years 1873 to 1877, inclusive.

Copies of all schedules of rates—passenger and freight.

Copies of all joint schedule of rates—passenger and freight.

Copies of all contracts for special rates—passenger and freight.

Debit and credit footings of ledger on June 30, 1877, December 31, 1877, and June 30, 1878.

Copies of contracts with any telegraph company, sleeping-car company and express company or fast freight line or transportation company.

Copy of by-laws.

Revenue from all sources for six months ending June 30, 1877, December 31, 1877, and June 30, 1878.

Special report of ownership and control of road.

Copy of lease with Central Pacific Railroad Co.

Copies of articles of association with San Francisco and San Jose Railroad Co. et al., Southern Pacific Branch Railroad Co. and Los Angeles and San Pedro Railroad Co.

Statistics of passenger and freight traffic for year ending December 31, 1877, and 6 months ending June 30, 1878.

Statement showing kinds and amount of freight moved for 6 months ending June 30, 1877, December 31, 1877, and June 30, 1878.

Operating and other expenses for six months ending June 30, 1877, December 31, 1877, and June 30, 1878.

Income expenses for 6 months ending June 30, 1877, December 31, 1877, and June 30, 1878.

Amount expended in construction and improvements for six months ending June 30, 1877, December 31, 1877, and June 30, 1878, and total cost of road to June 30, 1878.

Statistics of employees, materials, buildings, etc., and general and income expenses for 6 months ending June 30, 1877, December 31, 1877, and June 30, 1878.

Accidents, casualties, etc., for 6 months ending June 30, 1877, December 31, 1877, and June 30, 1878.

Funded debt and sinking funds for 6 months ending June 30, 1877, December 31, 1877, and June 30, 1878.

Capital stock for 6 months ending June 30, 1877, December 31, 1877, and June 30, 1878.

List of stocks and bonds of other railroads and corporations owned and held on June 30, 1877, December 31, 1877, and June 30, 1878.

List of locomotives and tenders owned June 30, 1878.

List and description of cars.

A report (in book form) for the half year ending December 31, 1878, called for.

Corporate name and title of company.

Date of incorporation.

Previous name or names.

Date of opening entire main line to public business.

With what other companies consolidated and dates of consolidation.

Length and termini of projected road.

Termini of main line and of branches as constructed.

Location of principal business office where stockholders and directors meet.

Location of offices for transfer of stock.

Location of offices for payment of interest.

Location of general business or operating office.

Present number of stockholders.

Date of annual meeting for election of directors.

Dates of regular meetings of directors.

Date of close of company's fiscal year.

Officers: Name, title, postoffice address.

Directors: Name, postoffice address, expiration of term.

Capital stock:

No. of shares, common, preferred, total.

Authorized by law or charter.

Issued for actual cash.

Issued on account of construction.

Issued for other purposes.

Issued for purchase of other lines.

Amount outstanding.

Increase or decrease during the half year.

Par value of shares.

Average price at which stock was disposed of per share.

Rate of interest or dividend on preferred stock.

Funded debt:

Designation of lien.

Coupon or registered.

Interest, rate per cent. per annum.

Date of issue.

Term of years.

Amount.

Amount realized thereon.

Cost of construction—with items in detail.

Additions and betterments during the half year.

Cost of rolling stock—with items in detail.

Additions and betterments during the half year.

Earnings (by months)—Passenger, freight, mail, express, etc.

Operating expenses (by months) in detail.

Operations of the land department—Financial.

Receipts and expenses in detail apportioned—Congressional lands—all lands.

Expenditures and revenue—in detail.

General balance sheet—at closing of accounts December 31, 1878.

Traffic and mileage statistics—passenger.

Traffic and mileage statistics—freight.

Freight classification (2 forms).

Express and transportation companies, etc.

Brief statement of existing contracts and agreements with express companies, sleeping car or dining car companies, freight or transportation companies, other railroad companies, steamboat or steamship companies or other companies or persons, concerning the transportation of freight or passengers.

Brief statement of the terms and conditions of all existing leases affecting this company.

Operations of the land department—Statistical:

Congressional lands—Acquired (No. of acres during half year; total at close of half year.)

By United States patent.

By patent of State.

By cancellation of contracts.

Congressional lands—Disposed of—same as above:

For cash.

On time contracts.

As town lots for cash.

As town lots on time contracts.

Miscellaneous lands—Acquired (No. of acres during half year; total at close of half year):

By purchase.

By cancellation of contracts.

Miscellaneous lands—Disposed of (No. of acres during half year; total at close of half year):

For cash.

On time contracts.

As town lots for cash.

As town lots on time contracts.

Characteristics of road—Miles of track owned, leased, total.

Length, main line, extension lines, branch lines, double track, side track.

Miles laid with iron rail—American—foreign.

Miles laid with steel rail—American—foreign.

(Constructed during half year—total at end of year.)

Grades—ascending, descending, total.

Curves—total miles curved line, etc.

Bridges—stone, iron suspension, iron, other, wood, etc.

Miscellaneous characteristics.

Description of rolling stock—locomotives, cars, etc., in detail.

Miscellaneous statistics: Fuel used, speed of trains, accidents, all in detail.

Employees—Number, average rate of pay, character of service.

A report was made for the half year ending June 30, 1879, in same book form.

Reports for the half year ending December 31, 1879, June 30, 1880, and December 31, 1880, were made in exhaustive detail in book form designated as 8-002.

In addition to these reports there were furnished (on sheet forms sent to us by the United States auditor of railroad accounts) reports of revenue, operating and income expenses, tonnage, mileage, etc. for same periods.

Commencing with 1881 and since that year the reports have been made to the commissioner of railroads, and for

the half years ending June 30, 1881, December 31, 1881, June 30, 1882, December 31, 1882, June 30, 1883, and December 31, 1883, were made in same book form (8-002), and in addition we also furnished upon separate sheets statements of earnings and expenses by months for the years ending December 31, 1881, 1882, and 1883.

For the years ending June 30, 1884, and 1885, and the half year ending December 31, 1885, Reports were made in book form designated 8-008, the first two periods being accompanied by same statements of earnings and expenses as before.

Commencing with the year ending December 31, 1885, yearly and half yearly reports were made in Book form designated "A" and "B" respectively, up to and including the year ending December 31, 1888, since which date only annual reports have been asked for and made, viz: for the years ending June 30, 1889, and 1890, 1891, 1892, and 1893.

Mr. REDDING—Q. You state throughout this list of reports that they were asked for; by whom were they asked for?

(Same objection.)

A. The officers to whom the reports were made.

Q. To whom were these reports made?

(Same objection.)

A. As stated in the reports, part of the time to the secretary of the interior, part of the time to the United States auditor of railroad accounts.

Q. In other words, to various officers of the Government.

(Same objection.)

A. Yes, sir.

Q. Have you in your possession, and can you produce any of these requests made upon the Southern Pacific Railroad Company by officers of the Government?

(Same objection.)

A. Yes, sir, they are all on file in my office.

Q. Have these annual reports and semiannual reports of the Southern Pacific Railroad Company been made and forwarded at the direct instigation of the Government of the United States through its officers?

(Same objection.)

A. They have been.

(An adjournment was then taken by consent of counsel until Thursday, September 29, 1893, at 10:30 A. M.)

San Francisco, September 30, 1893.

Direct Examination of J. L. WILLCUTT (resumed).

Mr. REDDING.—Q. Will you state generally in what manner you have been requested or ordered to make reports to the Government of the United States, as secretary of the Southern Pacific Railroad Company, of its actions, transactions, and doings under its land grants of July 27, 1866, known as the main line grant, and of March 3, 1871, known as the branch line grant?

(Question objected to by Mr. Call as incompetent, immaterial, and irrelevant; and upon the further ground that the Southern Pacific Railroad Company therein referred to is not the same corporation nor the same Southern Pacific Railroad Company defendant in this suit; and upon the further ground that the lands involved in this

case were excepted out of the grant to the Southern Pacific Railroad Company by the terms and conditions of the act of Congress of July 27, 1866, and the act of Congress of March 3, 1871, the lands in suit herein having been withdrawn for the benefit of the Atlantic and Pacific Railroad Company and reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon the further ground that the questions of law and of fact at issue in this case have been finally adjudicated by the Supreme Court of the United States, and by the United States Circuit Court for the Southern District of California, in a suit between the same parties, as shown by the records of such decisions which are in evidence herein, and upon the further ground that it is not the best evidence of the matters sought to be adduced.)

A. In some instances the forms upon which the reports were made have been sent to me direct, and sometimes through the Southern Pacific Company as lessee of various railroad properties.

Q. Have you been able to procure from your archives any original correspondence between the Government of the United States, through its officers, on the one side, and the Southern Pacific Railroad Company, through its officers, on the other side, in relation to the branch line grant of March 3, 1871?

(Same objection.)

A. I have considerable of such correspondence upon my files.

Mr. REDDING.—Defendants offer in evidence an original letter from the department of the interior and from the acting secretary of the interior to the President of the Southern Pacific Railroad Company, dated April 3, 1871; and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 65," and ask that the special examiner make a certified copy of the same in lieu of the original.

(Same objection.)

(The letter from the department of the interior and from the acting secretary of the interior to the president of the Southern Pacific Railroad Company, dated April 3, 1871, is marked by the special examiner "Defendant's Exhibit before the Special Examiner No. 65, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants offer in evidence original letter from the department of the interior to the president of the Southern Pacific Railroad Company, and from the secretary of the interior dated August 5, 1868, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 66," which reads as follows.

Mr. CALL.—I object, in addition to the grounds above mentioned to reading matters into the record, where they are offered in evidence as exhibits, on the ground that it encumbers the record, and is superfluous.

Mr. REDDING.—(Reads:) "Sir: I invite your attention to an act entitled 'An act relative to filing reports of railroad companies,' approved June 25, 1868.

"It will be perceived that the reports required by the act of July 1, 1862, and the acts amendatory thereof, to be made to the secretary of the treasury, are hereafter to be made to the secretary of the interior 'on or before the first day of October of each year.'

"Very respectfully,

"Your obt. servant,

"O. H. BROWNING,

"Secretary.

"President of the Southern Pacific R. R. Co., San Francisco, Cal."

(Same objection.)

(Letter from the department of the interior to the president of the Southern Pacific Railroad Company and from the secretary of the interior, dated August 5, 1868, is marked by the special examiner "Defendant's Exhibit before the Special Examiner No. 66, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence a letter from the department of the interior, dated September 26, 1868, to the president of the Southern Pacific Railroad Company, requesting the said Company to furnish a report of the progress and condition of the road, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 67."

Mr. CALL.—The admission of the letter is objected to upon the ground that the same is incompetent, immaterial, and irrelevant; and upon the further ground that the Southern Pacific Railroad Company therein referred

to is not the same corporation, nor the same Southern Southern Pacific Railroad Company, defendant in this suit; and upon the further ground that the lands involved in this case were excepted out of the grant to the Southern Pacific Railroad Company by the terms and conditions of the act of Congress of July 27, 1866, and the act of Congress of March 3, 1871, the lands in suit herein having been withdrawn for the benefit of the Atlantic & Pacific Railroad Company and reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon the further ground that the questions of law and of fact at issue in this case have been finally adjudicated by the Supreme Court of the United States, and by the United States Circuit Court for the Southern District of California, in a suit between the same parties, as shown by the records of such decisions which are in evidence herein; and upon the further ground that it is not the best evidence of the matters sought to be adduced.)

(The letter from the department of the interior, dated September 26, 1868, to the president of the Southern Pacific Railroad Company, requesting the said company to furnish a report of the progress and condition of the road, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 67, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior dated Washington, August 31, 1870, directed to the president of the

Southern Pacific Railroad Company, calling for reports of the said company to be made to the interior department, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 68."

(Same objection.)

(Letter from the department of the interior, dated Washington, August 31, 1870, directed to the President of the Southern Pacific Railroad Company calling for reports of the said company to be made to the interior department, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 68, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the secretary of the interior, department of the interior, dated the first of September, 1876, addressed to the president of the Southern Pacific Railroad Company, and enclosing a printed circular issued by the department on the twenty-sixth of October, 1872, concerning the annual reports of railroad companies which the law requires to be filed in the interior department, and requesting that reports in conformity with said printed circular be made, and ask that a copy of said letter, with the copy of the printed circular attached, be marked "Defendants' Exhibit before the Special Examiner No. 69."

(Same objection.)

(Letter from the secretary of the interior, department of the interior, dated the first of September, 1876, and addressed to the president of the Southern Pacific Rail-

road Company, and enclosing a printed circular issued by the department on the twenty-sixth of October, 1872, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 69, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence a series of letters from the interior department, and directed to the officers of the Southern Pacific Railroad Company, calling upon them for annual, semiannual and other reports of the proceedings of said company, and between the dates of July 13, 1878, and May 12, 1881, acknowledging the receipt of said reports in certain instances, and ask that the same be marked "Defendants' Exhibit before the Special Examiner No. 70," and that the Special Examiner make certified copies of all these exhibits heretofore offered in the shape of this correspondence, and hereafter to be offered, and when certified to be substituted in lieu of the originals.

(Same objection.)

(A series of letters from the interior department directed to the officers of the Southern Pacific Railroad Company, calling upon them for annual, semiannual and other reports of the proceedings of said company dated respectively July 13, 1878, July 22, 1878, July 26, 1878, July 29, 1878, August 1, 1878, August 27, 1878, September 3, 1878, September 9, 1878, September 20, 1878, September 27, 1878, October 1, 1878, October 4, 1878, October 7, 1878, October 10, 1878, October 12, 1878, October 15, 1878, October 16, 1878, October 17, 1878, October 19, 1878, October

22, 1878, October 24, 1878, April 17, 1879, May 17, 1879, September 1, 1879, February 28, 1880, March 18, 1880, March 22, 1880, May 6, 1880, July 2, 1880, July 22, 1880, September 7, 1880, September 18, 1880, March 1, 1881, March 19, 1881, April 19, 1881, May 12, 1881, May 12, 1881, are marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 70, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence a letter from the department of the interior, secretary of the interior of October 2, 1868, acknowledging receipt of the annual report of the Southern Pacific Railroad Company, addressed to the president of the Southern Pacific Railroad Company, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 71."

(Letter from the department of the interior, dated October 2, 1868, acknowledging receipt of the annual report of the Southern Pacific Railroad Company, addressed to the president of the Southern Pacific Railroad Company, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 71, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior, office of commissioner of railroads, dated Washington, D. C., November 2, 1881, to the secretary of the Southern Pacific Railroad Company, and signed by Jos. E. McCammon, Commissioner, acknowledging the receipt of semiannual re-

port of the Southern Pacific Railroad Company, for the six months ending June 30, 1881, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 72."

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, dated Washington, D. C., November 2, 1881, to the secretary of the Southern Pacific Railroad Company, signed by Jos. K. McCammon, commissioner, acknowledging the receipt of semiannual report of the Southern Pacific Railroad Company for the six months ending June 30, 1881, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 72, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior, office of commissioner of railroads, dated Washington, D. C., February 1, 1882, signed by the commissioner, and addressed to the secretary of the Southern Pacific Railroad Company, acknowledging the statistical enclosures of annual reports for 1880, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 73."

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, dated Washington D. C., February 1, 1882, signed Jos. K. McCammon, Commissioner, per W. M. F., addressed to the secretary of the Southern Pacific Railroad Company, is marked by the special examiner "Defendants' Exhibit before the Special Exam-

iner No. 73, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior, office of commissioner of railroads, dated Washington, D. C., May 20, 1882, addressed to the secretary of the Southern Pacific Railroad Company, acknowledging receipt of the report for the half year ending December 31, 1881, of the Southern Pacific Railroad Company, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 74."

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, dated Washington, D. C., May 20, 1882, addressed to the secretary of the Southern Pacific Railroad Company, acknowledging receipt of the report for the half year ending December 31, 1881, of the Southern Pacific Railroad Company, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 74, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior, office of commissioner of railroads, Washington, D. C., November 9, 1882, signed by the commissioner, and addressed to the secretary of the Southern Pacific Railroad Company, acknowledging receipt of the report of the Southern Pacific Railroad Company for the half year ending June 30, 1882, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 75."

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, dated Washington, D. C., November 9, 1882, signed William H. Armstrong, Commissioner, per F. B. P., addressed to the secretary of the Southern Pacific Railroad Company, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 75, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior, office of commissioner of railroads, dated Washington, D. C., August 11, 1883, and addressed to the secretary of the Southern Pacific Railroad Company, acknowledging receipt of the report of the Southern Pacific Railroad Company for the half year ending December 31, 1882, signed by the commissioner, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 76."

(Same objection.)

(Letter from the department of the interior, office of commission[illegible] of railroads, dated Washington, D. C., August 11, 1883, addressed to the secretary of the Southern Pacific Railroad Company, acknowledging receipt of report of the Southern Pacific Railroad Company for the half year ending December 31st, 1882, signed W. H. Armstrong, Commissioner, per T. J. Walker, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 76, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior, office of com-

missioner of railroads, dated Washington, April 3, 1894, addressed to the secretary of the Southern Pacific Railroad Company and signed by the commissioner, instructing the Southern Pacific Railroad Company to render an annual report in lieu of the half yearly reports heretofore required, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 77."

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, dated Washington, April 3, 1884, addressed to the secretary of the Southern Pacific Railroad Company and signed F. B. Pickerill for the commissioner, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 77, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior, office of commissioner of railroads, dated Washington, September 6, 1884, addressed to the secretary of the Southern Pacific Railroad Company and signed by Thomas J. Walker, in charge of office in the commissioner's absence, acknowledging the receipt of the report of the Southern Pacific Railroad Company for 1884, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 78."

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, dated Washington, September 6, 1884, addressed to the secretary of the Southern Pa-

cific Railroad Company, signed by Thomas J. Walker, in charge of office in the commissioner's absence, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 78, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior, office of commissioner of railroads, dated Washington, February 10, 1885, signed by the commissioner, and addressed to the secretary of the Southern Pacific Railroad Company, acknowledging the two full sets of reports of the Southern Pacific Railroad Company, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 79."

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, dated Washington, February 10, 1885, signed F. B. Pickerill, and addressed to the secretary of the Southern Pacific Railroad Company, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 79, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence a letter from the office of the commissioner of railroads, department of the interior, dated Washington, May 22, 1885, addressed to J. L. Willcutt, secretary of the Southern Pacific Railroad Company, signed by the commissioner, stating that the obligations of the Southern

Pacific Railroad Company of California to the United States Government are in no manner affected by any leases, and that therefore the reports and statements of operations of the company shall be sent on hereafter as heretofore, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 80."

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, dated Washington, May 22, 1885, addressed to J. L. Willcutt, secretary of the Southern Pacific Railroad Company, signed J. E. Johnston, commissioner, is marked by the special examiner, "Defendants' Exhibit before the Special Examiner No. 80, Stephen Potter, Special Examiner"; a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior, office of commissioner of railroads, dated Washington, December 21, 1885, addressed to the president of the Southern Pacific Railroad Company, and enclosing rules established by the secretary of the interior on the subject of the reports and accounts to be furnished the interior department by the Southern Pacific Railroad Company, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 81."

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, dated Washington, December 21, 1885, addressed to the president of the Southern Pacific Railroad Company, and signed J. E. Johnston,

commissioner, enclosing rules established by the secretary of the interior, on the subject of the reports and accounts to be furnished the interior department by the Southern Pacific Railroad Company, together with the enclosure, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 81, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior, office of commissioner of railroads, dated Washington, August 30, 1886, and signed by the commissioner in charge, addressed to the secretary of the Southern Pacific Railroad Company, acknowledging the receipt of reports for that year ending June 30, 1886, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 82."

(Same objection.)

(Letter from department of the interior, office of commissioner of railroads, dated Washington, August 30, 1886, addressed to the secretary of the Southern Pacific Railroad Company, and signed "Very respectfully, in absence of the commissioner, Edward Herrick, in charge," is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 82, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence letter from the department of the interior, office of commissioner of railroads, dated Washington, D. C., May 7,

1887, signed by the commissioner, addressed to the secretary of the Southern Pacific Railroad Company, and acknowledging the receipt of reports of the Southern Pacific Railroad Company, Forms A and B, for December 31, 1886.

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, dated Washington, May 7, 1887, addressed to the secretary of the Southern Pacific Railroad Company, signed "Edward Herrick, for the commissioner," is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 83," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Q. Mr. Willcutt, have you received instructions from the department of the interior enclosing blank forms for filling in and forwarding to the interior department of the United States, which forms when filled in are to show the reports of the proceedings and transactions of the Southern Pacific Railrad Company for the years indicated?

(Same objection.)

A. I have since the year 1878; prior to that I have not; I had a written form of report up to and including the year 1877; since then they have furnished me with blanks.

Q. Has the interior department from time to time changed the forms of those blanks sent to your office?

(Same objection.)

A. Yes, sir.

Mr. REDDING.—Defendants next offer in evidence letter dated May 7, 1887, from the department of the in-

terior, office of commissioner of railroads, addressed to J. L. Willcutt, Esq., secretary of the Southern Pacific Railroad Company, signed by Edward Herrick, for the commissioner, enclosing a supply of blank forms as follows, "3 Forms 8-002," and ask that it be marked "Defendants' Exhibit before the Special Examiner, No. 84."

(Objected to by Mr. Call as incompetent, immaterial, and irrelevant, and upon the further ground that the SouthernPacific Railroad Company therein referred to is not the same corporation nor the same Southern Pacific Railroad Company, defendant in this suit; and upon the further ground that the lands involved in this case were excepted out of the grant to the Southern Pacific Railroad Company by the terms and conditions of the act of Congress of July 27, 1866, and the act of Congress of March 3, 1871, the lands in suit herein having been withdrawn for the benefit of the Atlantic and Pacific Railroad Company, and reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon the further ground that the questions of law and of fact at issue in this case have been finally adjudicated by the Supreme Court of the United States, and by the United States Circuit Court for the Southern District of California, in a suit between the same parties, as shown by the records of such decisions which are in evidence herein; and upon the further ground that it is not the best evidence of the matter sought to be adduced; and upon the further ground that it is not an official letter by any officer of the United States authorized to send such letter.)

(Letter dated Washington, May 7, 1887, from the department of the interior, office of commissioner of railroads, addressed to the secretary of the Southern Pacific Railroad Company, and signed by Edward Herrick, for the commissioner, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 84, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Q. Were three forms 8-002 enclosed you in such letter of May 7, 1887?

(Same objection.)

A. Probably sent in a separate package; they were received by me.

Q. Did you, as secretary of the Southern Pacific Railroad Company, make out the semiannual reports on said forms?

(Same objection.)

A. I did.

Q. And forward them?

(Same objection.)

A. I did.

Q. Have you from year to year, as indicated in these letters, and at the times indicated in these letters, which letters show the receipt of these reports, made out reports in accordance with the forms furnished you as secretary of the Southern Pacific Railroad Company by the interior department?

(Same objection.)

A. Yes, sir.

Mr. CALL.—I want to say here that as to any letters which are signed by the secretary of the interior, or his proper assistant, or acting secretary of the interior, I have no objections to the special examiner making certified copies to stand in lieu of the originals; but as to any letters here which are not signed in that manner I wish the originals to be introduced in evidence, and I shall not consent to copies being made of them. That includes the letter just offered dated May 7, 1887.

Mr. REDDING.—We have no objection to letting the original letter go in.

Defendants next offer in evidence letter from the department of the interior, office of commissioner of railroads, dated Washington, D. C., September 17, 1887, to the secretary of the Southern Pacific Railroad Company, signed by Edward Herrick, for the Commissioner, acknowledging receipt of Form B, for June 30, 1887.

(Objected to by Mr. Call as incompetent, immaterial and irrelevant, and upon the further ground that the Southern Pacific Railroad Company therein referred to is not the same corporation nor the same Southern Pacific Railroad Company, defendant in this suit; and upon the further ground that the lands involved in this case were excepted out of the grant to the Southern Pacific Railroad Company by the terms and conditions of the act of Congress of July 27, 1866, and the act of Congress of March 3, 1871, the lands in suit herein having been withdrawn for the benefit of the Atlantic and Pacific Railroad Company and reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon

the further ground that the questions of law and of fact at issue in this case have been finally adjudicated by the Supreme Court of the United States, and by the United States Circuit Court for the Southern District of California in a suit between the same parties, as shown by the records of such decisions, which are in evidence herein; and upon the further ground that it is not the best evidence of the matters sought to be adduced; and upon the further ground that it is not an official letter by any officer of the United States authorized to send such letter; and also upon the further ground that the letter offered is not signed by any officer of the United States.

(Letter from the department of the interior, office of commissioner or railroads, dated Washington, September 17, 1887, addressed to the secretary of the Southern Pacific Railroad Company and signed Edward Herrick, for the commissioner, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 85, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence a letter from the department of the interior, office of commissioner of railroads, dated Washington, D. C., April 2, 1888, addressed to the secretary of the Southern Pacific Railroad Company, signed by Edward Herrick, for the commissioner, acknowledging receipt of reports A and B for December 31, 1887, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 86."

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, dated Washington, April 2,

1888, addressed to the secretary of the Southern Pacific Railroad Company, signed by Edward Herrick, for the commissioner, is marked by the special examiner, "Defendants' Exhibit before the special examiner No. 86, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence a letter from the department of the interior, office of commissioner of railroads, dated Washington, D. C., June 4, 1889, signed by Edward Herrick, in charge, addressed to the secretary of the Southern Pacific Railroad Company, acknowledging receipt of reports Form A for the year ending December 31, 1888, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 87."

(Same objection.)

(Letter from the department of the interior, office of commissioner of railroads, Washington, D. C., June 4, 1889, addressed to the secretary of the Southern Pacific Railroad Company, signed by Edward Herrick, in charge, is marked by the special examiner, "Defendants' Exhibit before the Special Examiner No. 87, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Q. Since the year 1889, to whom have the reports of the Southern Pacific Railroad Company to the interior department of the United States been acknowledged?

(Question objected to by Mr. Call as incompetent, immaterial, and irrelevant, and upon the further ground

that the Southern Pacific Railroad Company therein referred to is not the same corporation nor the same Southern Pacific Railroad Company, defendant in this suit; and upon the further ground that the lands involved in this case were excepted out of the grant to the Southern Pacific Railroad Company by the terms and conditions of the act of Congress of July 27, 1866, and the act of Congress of March 3, 1871, the lands in suit herein having been withdrawn for the benefit of the Atlantic and Pacific Railroad Company and reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon the further ground that the questions of law and of fact at issue in this case have been finally adjudicated by the Supreme Court of the United States, and by the United States Circuit Court for the Southern District of California, in a suit between the same parties, as shown by the records of such decisions, which are in evidence herein, and upon the further ground that it is not the best evidence of the matters sought to be adduced.)

A. Acknowledgment has been made to Mr. G. L. Lansing, secretary of the Southern Pacific Company, in connection with an acknowledgment of a report of the Southern Pacific and the Central Pacific Railroad Companies; one acknowledgment has been made for the three reports.

Mr. REDDING.—Defendants give notice that they have made requests for certified copies of the reports on file in the interior department, and have asked the interior department to make these copies, and forward them at their earliest convenience to the special examiner in

this case, Mr. Stephen Potter, to his address, San Francisco, or to the standing examiner, Mr. E. H. Lamme, Los Angeles, California; and that when the same are made and forwarded by the interior department, duly certified, that they will be offered in evidence by the defendants in this action.

Defendants offer in evidence the articles of consolidation and amalgamation, dated December 17, 1874, between the Southern Pacific Railroad Company and the Los Angeles and San Pedro Railroad Company, and ask that the special examiner make a certified copy of the articles in lieu of the original, and that the same be marked "Defendants' Exhibit before the Special Examiner No. 88."

(Articles of association, amalgamation and consolidation of the Southern Pacific Railroad Company and the Los Angeles and San Pedro Railroad Company, dated December 17, 1874, filed in the office of the secretary of state, December 18, 1874, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 88, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Defendants next offer in evidence articles of amalgamation and consolidation of the Southern Pacific Railroad Company with other railroad companies, dated May 4, 1888, and ask that the same be marked "Defendants' Exhibit before the Special Examiner No. 89," and that the special examiner certify to a printed copy of the same.

(Articles of association, incorporation, amalgamation, and consolidation of the Southern Pacific Railroad Com-

pany with the San Jose and Almaden and sixteen other railroad companies, dated May 4, 1888, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 89, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Q. Will you state, as secretary of the Southern Pacific Railroad Company, whether the stock of the Southern Pacific Railroad Company was changed in these amalgamations and consolidations herein referred to, or whether it remained the same?

(Question objected to by Mr. Call as incompetent, immaterial, and irrelevant, and upon the further ground that the Southern Pacific Railroad Company therein referred to is not the same corporation nor the same Southern Pacific Railroad Company, defendant in this suit; and upon the further ground that the lands involved in this case were excepted out of the grant to the Southern Pacific Railroad Company by the terms and conditions of the act of Congress of July 27, 1866, and the act of Congress of March 3, 1871, the lands in suit herein having been withdrawn for the benefit of the Atlantic and Pacific Railroad Company and reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon the further ground that the questions of law and of fact at issue in this case have been finally adjudicated by the Supreme Court of the United States, and by the United States Circuit Court for the Southern District of California, in a suit between the same parties, as shown by the records of such decisions, which are in evidence herein; and upon the further ground that it is

not the best evidence of the matters sought to be adduced.)

A. It remains the same.

Q. Has the business of the Southern Pacific Railroad Company since December 2, 1865, been transacted as one main corporation down to the present time?

(Same objection.)

A. It has.

Q. How long have you had charge of the books of this corporation?

(Same objection.)

A. Since October, 1870.

Q. Have you been its secretary ever since?

(Same objection.)

A. I have.

Q. Do you know whether or not the identity of the Southern Pacific Railroad Company as it existed at that time has been preserved down to the present time?

(Same objection.)

A. It has.

Q. Have the accounts of this company been kept continuously by you so far as your duties of secretary apply to the accounts and finances of this company?

(Same objection.)

A. I have.

Q. Do you know as a fact whether or not the Southern Pacific Railroad Company has forwarded to the interior department, to the secretary of the interior of the United States, to the auditor of railroad accounts of the United States, to the commissioner of railroads of the United

States, full reports giving full answers to all requests and demands made upon the company by those several officers of the Government?

(Same objection.)

A. Yes, sir; I do.

Q. Were these reports made under your supervision and by you as secretary?

(Same objection.)

A. Yes, sir.

Q. Do you know that the information therein set forth is authentic and correct excerpts from your books and from the business of the company?

(Same objection.)

A. Yes, sir.

Q. Did you compare them before they were sent in each instance and have them compared?

(Same objection.)

A. The matter was furnished by the heads of the different departments to me.

Q. Did you compare the information furnished with the reports as sent by you, or have it compared?

(Same objection.)

A. I had it compared.

Q. Did these reports contain from time to time the names of the stockholders of the Southern Pacific Railroad Company as they have existed for each year from the date of the first report down to the date of the last report?

(Same objection.)

A. I think that has been one of the requirements in every form of report which has been made.

Q. Do these reports also include the names of the directors in each year?

(Same objection.)

A. Yes, sir.

Q. The amount of the capital stock of the corporation from time to time?

(Same objection.)

A. Yes, sir.

Q. The complainant in the case at bar alleges in paragraph sixteen of his bill of complaint that the defendants D. O. Mills and G. L. Lansing have a mortgage or deed of trust from the defendant, the Southern Pacific Railroad Company, covering the lands involved in this suit to secure the payment of certain indebtedness of said company to them as trustee, dated April 1, 1875; is there such a mortgage in existence?

(Same objection.)

A. There is (producing).

Mr. REDDING.—Defendants offer in evidence the original trust mortgage of the Southern Pacific Railroad Company to D. O. Mills and Lloyd Tevis, dated April 1, 1875, and ask that it be marked "Defendants' Exhibit before the Special Examiner No. 90." and with the usual understanding that a certified copy of the original may be substituted in lieu of the original.

Mr. CALL.—I have no objection to a certified copy being made in lieu of the original, subject to the same objections.

(Same objection.)

(Trust mortgage, Southern Pacific Railroad Company to D. O. Mills and Lloyd Tevis, trustees, dated April 1, 1875, is marked by the special examiner "Defendants' Exhibit before the Special Examiner No. 90, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.)

Mr. REDDING.—Q. Will you state from the books of the Southern Pacific Railroad Company what the amount of the bonds is that was issued under this mortgage?

(Same objection.)

A. $39,285,000, a portion of which has been redeemed.

Q. What is the amount outstanding at present?

(Same objection.)

A. $31,293,500.

Q. Are the bonds issued under this mortgage negotiable?

(Same objection.)

A. Yes, sir.

Q. Have they passed into the hands of third parties for value received?

(Question objected to by Mr. Call as incompetent, immaterial, and irrelevant; and upon the further ground that the Southern Pacific Railroad Company therein referred to is not the same corporation nor the same Southern Pacific Railroad Company, defendant in this suit; and upon the further ground that the lands involved in this case were excepted out of the grant to the Southern Pacific Railroad Company by the terms and conditions of the act of Congress of July 27, 1866, and the act of Congress of March 3, 1871, the lands in suit herein having

been withdrawn for the benefit of the Atlantic and Pacific Railroad Company and reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon the further ground that the questions of law and of fact at issue in this case have been finally adjudicated by the Supreme Court of the United States and by the United States Circuit Court for the Southern District of California in a suit between the same parties, as shown by the records of such decisions, which are in evidence herein; and upon the further ground that it is not the best evidenceof the matterssought to beadduced; and upon the further ground that the question calls for the opinion of the witness; and upon the further ground that the mortgage on its face discloses that it only purports to cover lands which were granted to the Southern Pacific Railroad Company; and upon the further ground that the alleged purchasers of such bonds are conclusively presumed to take notice of the terms of said mortgage and of the terms and conditions of the grant to said company by the acts of March 3, 1871, and July 27, 1866, and are also required to take notice of the records of the United States landoffice in the district where such lands are situated, and the records of the general landoffice at Washington, all of which discloses that the Southern Pacific Railroad Company had no interest in or title to said lands.

A. They have.

(An adjournment was then taken by consent of counsel until Monday, October 2, 1893, at 10 A. M.)

San Francisco, October 2, 1893.

Direct Examination of J. L. WILLCUTT (Resumed).

Mr. CALL.—We do not dispute the proposition that the defendant railroad company made reports to the secretary of the interior, as required by law, and I will make the admission that the Southern Pacific Railroad Company organized and created by the articles of incorporation of 1865 and articles of consolidation of 1870, 1873, 1874, and 1888, respectively, and in evidence herein, marked "Master's Exhibits Nos. 1, 2, and 3," and "Defendants' Exhibits before the Special Examiner Nos. 88 and 89," did, in pursuance of written demands from the secretary of the interior, make annual and semi-annual reports and other reports to the secretary of the interior of the United States, from the year 1870 down to and including 1893, and between the years 1878 and 1881, to the auditor of railroad accounts created under the act of Congress approved March 19, 1878, and commencing with 1881, and since that year to the commissioner of railroads created by general appropriation act approved March 3, 1881; and that those reports set forth the transactions, doings, and acts performed by the defendant railroad company under the terms of the act of Congress of July 27, 1866, and March 3, 1871, making grants to Southern Pacific Railroad Company; that said reports set forth the names of stockholders and boards of directors, amounts of capital stock and statement of all contracts, consolidations, and agreements entered into with other corporations, companies, and persons, and substantially as stated in the testimony of Jo-

seph L. Willcutt given in this case on September 28th, 1893, before Special Examiner in Chancery Potter, and that such reports were received by the secretary of the interior, the auditor of railroad accounts and commissioner of railroads of the United States, respectively, and were filed in the interior department; and the matters contained in such reports were duly reported by the auditor of railroad accounts and commissioner of railroads to the secretary of the interior, in their printed and published reports, as required by law. As no controversy is made in regard to this matter, and as I deem the matter entirely irrelevant and immaterial to the issues in this case, I have made a record of this admission in order to remove any excuse or ground for encumbering the record with documentary and other evidence to establish such facts, which, as I am informed, may amount to several thousand pages.

Mr. CALL.—In addition to the objections stated to the last question asked of the witness on September 30th, I make the following additional objections to said question. The question is objected to as irrelevant, immaterial, and incompetent, and not the best evidence, and upon the further ground that the lands in suit herein were excepted out of the grant to the Southern Pacific Railroad Company made by the act of Congress of March 3rd, 1871, by the terms and conditions of said act; and upon the further ground that the lands in suit herein were withdrawn for the Atlantic and Pacific Railroad Company, and were reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon the

further ground that the matters in issue in this suit have been finally decided and adjudicated by the Supreme Court of the United States and the United States Circuit Court for the Southern District of California as shown by the records of such decisions in evidence herein; and upon the further ground that the Southern Pacific Railroad Company, to which the grant was made by the act of Congress of March 3, 1871, by entering into the articles of consolidation and amalgamation in evidence herein, marked "Master's Exhibits 1, 2 and 3," and "Defendants' Exhibit before the Special Examiner, Nos. 88 and 89," has surrendered to the United States all interests in these lands and did thereby surrender to the United States in each case of consolidation all right to earn such lands by constructing a railroad, and upon the further ground that the mortgage of 1875 to Lloyd Tevis and D. O. Mills, trustees, shows upon its face that it does not purport to cover lands not granted to the Southern Pacific Railroad Company; and upon the further ground that the records of the interior department and of the United States land-office at Los Angeles, and the United States landoffice at San Francisco, and the records of the office of the secretary of state for California, and the public laws of the United States and of California, show that the Southern Pacific Railroad Company, defendant herein, has no interest in these lands.

Mr. CALL.—I will consent that certified copies may be made of all the letters offered in evidence on September 30th, 1893, which may stand in lieu of the originals, subject to the objections made to the originals, and that such

copies be certified in the usual manner by the Special Examiner.

Mr. REDDING.—Q. Have all these bonds been issued that are now outstanding prior to the year 1890, so far as your books show?

(Question objected to by Mr. Call as incompetent, immaterial, and irrelevant and not the best evidence, and upon the further ground that the lands in suit herein were excepted out of the grant to the Southern Pacific Railroad Company made by the act of Congress of March 3, 1871, by the terms and conditions of said act, and upon the further ground that the lands in suit herein were withdrawn for the Atlantic and Pacific Railroad Company and were reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon the further ground that the matters in issue in this suit have been finally decided and adjudicated by the Supreme Court of the United States and the United States Circuit Court for the Southern District of California, as shown by the records of such decisions in evidence herein; and upon the further ground that the Southern Pacific Railroad Company to which the grant was made by the act of Congress of March 3, 1871, by entering into the articles of consolidation and amalgamation in evidence herein, marked "Master's Exhibits 1, 2 and 3," and "Defendants' Exhibits before the Special Examiner, Nos. 88 and 89," has surrendered to the United States all interest in these lands, and did thereby surrender to the United States in each case of consolidation all right to earn such lands by constructing a railroad, and upon the further

ground that the mortgage of 1875 to Lloyd Tevis and D. O. Mills, trustee, shows upon its face that it does not purport to cover lands not granted to the Southern Pacific Railroad Company; and upon the further ground that the records of the interior department and of the United States landoffice at Los Angeles and the United States landoffice at San Francisco, and the records of the office of the secretary of state for California, and the public laws of the United States and of California, show that the Southern Pacific Railroad Company, defendant herein, has no interest in these lands.

A. To the best of my recollection without looking at my records.

Q. Have you ascertained from the records in this case and from the land department how much land is involved in this litigation?

(Same objection.)

A. Yes, sir.

Q. How many acres are there involved?

(Same objection.)

A. About 651,750 acres.

Q. From what sources have you obtained this information?

(Same objection.)

A. From the land department.

Q. How many acres of land, so far as the grant of March 3, 1871, is concerned, are included in these two clauses of the mortgage of 1875, marked "Defendants' Exhibit before the Special Examiner No. 90," which reads as follows: "And therefore, this indenture further

witnesseth that the said party of the first part, for the purpose of securing a payment of the sums of money mentioned in said bonds and the interest thereon, and in consideration of the premises, and also for and in consideration of the sum of one dollar to the said party of the first part in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, enfeoffed, conveyed, confirmed, and by these presents does grant, bargain, sell, release, enfeoff, convey and confirm unto the said parties of the second part, as trustees, and to their successors and survivors, and their assigns forever, all and singular the said several sections of land so as aforesaid granted by said acts of Congress; and also all estate, right, title, interest, claim and demand whatsoever at law or in equity of, in or to the same or any part or parcel thereof, which the said party of the first part now has, holds, owns or is entitled to, or hereafter may or shall acquire, have, hold, own or be or become entitled to by force or virtue of the said acts of Congress."

(Same objection.)

Mr. CALL.—I do not see that that describes any land?

Mr. REDDING.—That is a matter of opinion.

A. 4,400,000 acres.

Q. Then what is the proportion of the indebtedness secured by this mortgage which would be borne by the lands involved in this suit?

(Same objection.)

A. About one-sixth.

Q. Do the books of your company and do these mort-

gages show that the lands in controversy have been included as an asset for the payment of this mortgage?

(Same objection.)

A. They do.

Q. Do the representations made by the Southern Pacific Railroad Company to the purchasers and holders of these bonds and to the mortgagees under this mortgage show that the lands in controversy in this suit were included as a portion of the assets upon which to pay the indebtedness created by this mortgage and these bonds?

(Same objection.)

A. Yes, sir.

Q. Have you, as secretary of the Southern Pacific Railroad Company, made these representations to the purchasers of these bonds?

(Same objection.)

A. I personally have had no negotiations with parties for the purchase of them.

Q. Do you know whether the Southern Pacific Railroad Company has made these representations?

(Same objection.)

A. It has.

Q. What has been done with the money received by the sale of these bonds—that is to say, so far as the Southern Pacific Railroad Company shows upon the books of the secretary, what application of these funds has been made?

(Same objection.)

A. Paying the indebtedness of the company in various ways.

Q. Does that include the payment for the work of construction?

(Same objection.)

A. The most of the construction has been paid for in bonds.

Q. Does your term, "the indebtedness of the company," include all forms and kinds of indebtedness that the company is put to in the transaction of its business?

(Same objection.)

A. It does.

Q. Do you know that the Southern Pacific Railroad Company has received the money or its equivalent for the bonds issued and the bonds now outstanding?

(Same objection.)

Mr. CALL.—The witness has just stated that the bonds were issued for construction.

Mr. REDDING.—Yes, I understand that.

The WITNESS.—That is, a large portion of the bonds were; there have been some few that were sold for cash, but not to any great extent.

A. The Southern Pacific Railroad Company has not been interested in the proceeds of the bonds; the bonds were issued to the Pacific Improvement Company, and the sales have been made by the Pacific Improvement Company; the larger portion of the bonds; so far as sales have been made by the company direct it has received the money for the sales of bonds which have been actually made by the company.

Mr. REDDING.—Defendants offer in evidence a certified copy of a deed of trust, dated August 25th, 1888, be-

tween the Southern Pacific Railroad Company of the first part, the Southern Pacific Company of the second part, and the Central Trust Company of New York of the third part, and ask that the same be marked "Defendants' Exhibit before the Special Examiner No. 91," and that the special examiner make a certified copy of this certified copy in lieu of the one now offered in accordance with our stipulation upon these matters.

(Objected to by Mr. Call as incompetent, immaterial, and irrelevant and not the best evidence, and upon the further ground that the lands in suit herein were excepted out of the grant to the Southern Pacific Railroad Company made by the act of Congress of March 3rd, 1871, by the terms and conditions of said act; and upon the further ground that the lands in suit herein were withdrawn for the Atlantic and Pacific Railroad Company, and were reserved before the Southern Pacific Railroad Company filed its map of definite location; and upon the further ground that the matters in issue in this suit have been finally decided and adjudicated by the Supreme Court of the United States and the United States Circuit Court for the Southern District of California as shown by the records of such decisions in evidence herein; and upon the further ground that the Southern Pacific Railroad Company, to which the grant was made by the act of Congress of March 3, 1871, by entering into the articles of consolidation and amalgamation in evidence herein, marked "Master's Exhibits 1, 2 and 3," and "Defendants' Exhibits before the Special Examiner, Nos. 88 and 89," has surrendered to the United States all interests in these lands,

and did thereby surrender to the United States in each case of consolidation all right to earn such lands by constructing a railroad, and upon the further ground that the mortgage of 1875 to Lloyd Tevis and D. O. Mills, trustees, shows upon its face that it does not purport to cover lands not granted to the Southern Pacific Railroad Company; and upon the further ground that the records of the interior department and of the United States landoffice at Los Angeles and the United States landoffice at San Francisco and the records of the office of the secretary of state for California and the public laws of the United States and of California show that the Southern Pacific Railroad Company, defendant herein, has no interest in these lands; and upon the further ground that the pretended mortgage or deed of trust referred to does not purport to cover any of the lands in suit herein, and upon the further ground that the said pretended mortgage or deed of trust is null and void and of no effect, so far as it is pretended that it covers or includes any of the lands in suit herein, for that there is no description given of any lands, or any reference made to any other instrument for any such description, and upon the further ground that the Central Trust Company is a corporation, organized under the laws of the State of New York, as appears from said pretended deed of trust or mortgage, and is a nonresident of the State of California and of the Southern District of California, and is not a party defendant in this suit, and upon the further ground that said Central Trust Company has no interest in the subject matter of this suit.)

(Certified copy of deed of trust dated August 25th, 1888, between the Southern Pacific Railroad Company of the first part, the Southern Pacific Company of the second part, and Central Trust Company of New York of the third part, is marked by the special examiner, "Defendants' Exhibit before the Special Examiner No. 91, Stephen Potter, Special Examiner," and a certified copy thereof is attached hereto.

Q. State what your mortgage of 1888 as evidenced by the last exhibit purports to cover?

(Same objection.)

A. A first mortgage upon certain new lines as therein described, and a second mortgage upon the old lines and all the lands that have been granted to the company under its various land grants.

Q. Do you know whether or not, as a matter of fact, the intention of the Southern Pacific Railroad Company in executing this mortgage was to secure a second mortgage upon the land grant to it of March 3, 1871?

(Same objection.)

A. It was.

Q. What do you mean by a first mortgage upon new lines as distinguished from the old lines?

(Same objection.)

A. Lines that were not in existence at the time of the making of the mortgage of 1875. Lines which have since been laid out and built.

Q. From the books of the Southern Pacific Railroad Company, what do you ascertain to be the amount of out-

standing bonds negotiated under this second mortgage of August, 1888?

(Same objection.)

A. $12,932,000.

Q. Is that the amount outstanding or the amount of issuance?

(Same objection.)

A. Both; there have been no redemptions.

Q. Referring to Exhibit No. 90, otherwise known as trust mortgage of 1875, will you state whether or not the Southern Pacific Railroad Company, mentioned in the second line of the first page of said mortgage, and mentioned throughout said mortgage, and finally mentioned on page 8, in the following language: "In witness whereof, the said Southern Pacific Railroad Company has caused these presents to be signed by its president and secretary, and sealed with its corporate seal, and the above parties of the second part do hereunto set their hands and seals the day and year first above written.

CHARLES CROCKER,
President Southern Pacific Railroad Company.
[Corporate Seal
S. P. R. R. Co.] J. L. WILLCUTT,
Secretary Southern Pacific Railroad Company."

is one of the defendants in this action, the Southern Pacific Railroad Company?

(Same objection.)

A. Yes, sir.

Q. Is the J. L. Willcutt mentioned in this mortgage as the secretary of the Southern Pacific Railroad Company yourself?

(Same objection.)

A. Yes, sir.

Q. Did you execute that mortgage yourself?

(Same objection.)

A. Yes, sir.

Q. Is that your signature attached thereto?

(Same objection.)

A. Attached to the original; yes, sir.

Q. Did you sign your name at that time and place?

(Same objection.)

A. Yes, sir.

Q. And attached the corporate seal of the railroad company thereto?

(Same objection.)

A. Yes, sir.

Q. Referring to Defendants' Exhibit No. 91, is the Southern Pacific Railroad Company mentioned on the first and second lines of the first page, and mentioned throughout said deed of trust, and particularly mentioned on page 12 in the following language: "In witness whereof the said Southern Pacific Railroad Company, party of the first part, has caused these presents to be signed in its

name, by its president, and attested by its secretary and sealed with its corporate seal.

SOUTHERN PACIFIC RAILROAD COMPANY,

By CHARLES F. CROCKER,

[Seal] President.

Attest: J. L. Willcutt, Secretary."

the Southern Pacific Railroad Company, one of the defendants in this action?

(Same objection.)

A. It is.

Q. Is that your signature attached to the original deed of trust?

(Same objection.)

A. It is.

Q. Did you sign the same yourself?

(Same objection.)

A. I did.

Q. Did you attach the seal of the company at that time?

(Same objection.)

A. I did.

Q. And witness the execution of the deed of trust by the Southern Pacific Railroad Company?

(Same objection.)

A. I did.

Q. In reference to the deed of trust of 1888, is the same proportion of the entire land grant of the Southern Pacific Railroad Company under the grant of March 3, 1871, mortgaged and given as security as a second mort-

gage, as you stated, was given first to secure a mortgage in reference to the trust mortgage of 1875?

(Same objection.)

A. It bears the same proportion.

Q. Has the Southern Pacific Railroad Company represented to the purchasers of the bonds under this deed of trust of 1888 that the lands in controversy were a part of the security mortgage for the purpose of securing the payment of the indebtedness created by said deed of trust?

(Same objection.)

A. It has.

Q. Do the reports sent by the Southern Pacific Railroad Company to the various officers of the Government herein mentioned include a statement of the execution of these various mortgages?

(Same objection.)

A. They do.

Q. What information, if at all, and in what manner has the Southern Pacific Railroad Company informed the various officers of the Government of the existence of these mortgages, amounts thereof and the nature thereof?

(Same objection.)

A. In their various annual and semi-annual reports.

Q. Do those reports set forth in detail a true statement of the nature and extent of the Exhibits 90 and 91?

(Same objection.)

A. They do.

Q. Has the Government been fully advised by the

Southern Pacific Railroad Company of these mortgages and deeds of trust?

(Same objection.)

A. It has.

Q. And at the time they were created and issued?

(Same objection.)

A. Yes, sir; that is, they are included in the first reports following the execution of the mortgages and deeds of trust.

Mr. REDDING.—That is all. I may recall Mr. Willcutt for the purpose of getting some testimony from his department in connection with the treasury department, but this is my direct testimony from him at the present time.

Cross-Examination.

Mr. CALL.—Q. When you stated that you understood that the Southern Pacific Railroad Company, which is defendant in this suit, was the same corporation that the grant was made to, by the act of Congress of March 3, 1871, did you have in mind the consolidations made by the original Southern Pacific Railroad Company in 1870, 1873, 1874, 1888?

(Question objected to by Mr. Redding as immaterial and irrelevant; it is immaterial for the reason that Congress made a grant of lands to the Southern Pacific Railroad Company in 1866, on July 27th, of that year; that in 1870 the Southern Pacific Railroad Company entered into articles of amalgamation and consolidation which are introduced by the Government in this case and marked

"Examiners' Exhibit No. 3," and in 1871, on March 3rd, of that year, the Government of the United States, by its Congress, made a second grant to the Southern Pacific Railroad Company, which is the grant in controversy. That this latter grant, known as the branch line grant, was made subsequent to the amalgamation and consolidation last referred to, and that Congress at the time of making this latter grant, namely, of March 3, 1871, had full knowledge of the said amalgamation and consolidation, and full knowledge of the method of the Southern Pacific Railroad Company in entering into the articles of amalgamation and consolidation of 1870, heretofore referred to and introduced by the Government in this case and marked "Examiner's Exhibit No. 3"; that the articles of amalgamation and consolidation of the Southern Pacific Railroad Company subsequent to March 3, 1871, and subsequent to the said articles of amalgamation and consolidation of 1870, are identical in terms and conditions and procedure, and with which the said Government of the United States, the complainant in this suit, were informed and familiar; that, therefore, the complainant in this action is estopped from denying the validity of the articles of consolidation and amalgamation entered into between the Southern Pacific Railroad Company and other railroad companies, as herein set forth and introduced; that the Government of the United States, the complainant herein, has recognized the Southern Pacific Railroad Company as it has existed from December, 1865, the date of its incorporation, down to and including the present time, and particularly the commencement of this suit, and has

been fully informed of every contract, article, or articles, and all acts of said Southern Pacific Railroad Company entered into of all kinds and nature, and has approved the same and endorsed the same, and furthermore the act of Congress of July 27th, 1866, making the main line grant, and the act of Congress of March 3, 1871, making the branch line grant from a point at or near Tehachapi Pass, by the way of Los Angeles, to a point on the Colorado river, near Fort Yuma, which latter grant is the one in controversy, was made in direct terms to the Southern Pacific Railroad Company, its successors or assigns; that for the above reasons the question is immaterial and irrelevant.

A. Yes, sir.

Q. Then I infer from your answer that your view is that the Southern Pacific Railroad Company organized in 1865 still exists, notwithstanding the consolidations referred to?

(Same objection.)

A. That is my understanding and my view of it.

Q. And it is then your view that it is the same corporation and same individuality that was organized in 1865?

(Same objection.)

A. It has been treated as such throughout in our relations with the Government, in our accounts and in our entire business.

Q. I assume from your answers that you are familiar with the terms and conditions of the consolidations referred to?

(Same objection.)

A. Yes, sir.

Q. You are then probably familiar in point of fact with the laws of this State in reference to consolidations and the effect of such consolidations?

(Same objection.)

A. I am.

Q. Do your records in your possession show the proceedings of the stockholders and board of directors of the consolidating companies in reference to such consolidations?

(Same objection.)

A. They do.

Mr. CALL.—I will ask you to produce the record containing the proceedings upon consolidation, commencing in 1873, and including that of 1874?

(Same objection.)

The WITNESS.—I might ask, if you wish the minutes of the Southern Pacific Railroad Company only, or that of the various roads consolidated with the Southern Pacific Railroad Company.

Mr. CALL.—Q. Commencing with the consolidation of 1873, did you keep separate records prior to that time for the Southern Pacific Railroad Company and the Southern Pacific Branch Railroad Company?

(Same objection.)

A. Yes, sir.

Q. And after that date, did you keep a record of the Southern Pacific Branch Railroad Company?

(Same objection.)

A. None whatever.

Q. And in the consolidation of 1874, did you keep a record of those amalgamating and consolidating companies up to the time of consolidation separately?

(Same objection.)

A. Yes, sir.

Q. And after that date did you keep any records of any of the companies other than a record of the Southern Pacific Railroad Company?

(Same objection.)

A. No, sir.

Mr. CALL.—I ask you to produce the record of the Southern Pacific Railroad Company, commencing with 1873 and including the year 1874?

(Same objection.)

(A recess was then taken by consent of counsel until 2 P. M.)

San Francisco, October 2d, 1893, 2 P. M.

Cross-Examination of J. L. WILLCUTT (resumed).

Mr. CALL.—Q. Have you produced the record requested?

A. Yes, sir. (Producing.)

Q. When you were referring to the Southern Pacific Railroad Company organized in 1865, being the same corporation that is defendant here, during all that time did you have in mind the records of your company in reference to the construction of the railroad from Tehachapi, by way of Los Angeles, to the Colorado river, as to what corporation constructed that road?

(Same objection.)

A. Yes, sir.

Q. Did you consider that the Southern Pacific Railroad Company organized in 1865 constructed that railroad?

(Same objection.)

A. Yes, sir.

Q. Do the records of your office show what was done in that respect, and what corporation did it?

(Same objection.)

A. There is but one corporation shown here in my records.

Q. Do the records show what was done, and how it was done?

(Same objection.)

A. Yes, sir.

Mr. REDDING.—Mr. Call, I understand that where the words "same objection" are used, it is the equivalent of repeating in full the last stated objection?

Mr. CALL.—I understand that that is understood all during the trial of this case before the special examiner.

Q. Do the records of your office show as to the manner of constructing the railroad from Tehachapi, by way of Los Angeles, to the Colorado river, that is, as to how the contract work was let and when it was approved?

(Same objection.)

A. Yes, sir.

Q. Will you please produce the record showing those matters referred to, or is it all contained in this book?

(Same objection.)

A. It is contained in this book.

Q. Referring to the construction of the railroad from Tehachapi, by way of Los Angeles, to Colorado river, was that road constructed direct by the Southern Pacific Railroad Company, or was it by contract with the Pacific Improvement Company, or some other company?

(Same objection.)

A. Under contract with another company.

Q. What company?

(Same objection.)

A. I find that it was the Pacific Improvement Company.

Q. Was the Pacific Improvement Company paid for constructing that railroad in cash or in bonds and stock?

(Same objection.)

A. In bonds and stock.

Q. How much did they receive per mile?

(Same objection.)

A. $25,000 per mile in bonds and $30,000 per mile in stock.

Q. Altogether?

(Same objection.)

A. $55,000 per mile.

Q. At the par value of the stock and bonds?

(Same objection.)

A. Yes, sir.

Q. How many miles is it from Mojave, by way of Los Angeles, to the Colorado river at Yuma?

(Same objection.)

A. 242.507-1000 miles.

Q. These stocks and bonds were stocks and bonds of the Southern Pacific Railroad Company, were they?

(Same objection.)

A. Yes, sir.

Q. Making altogether how much in bonds for the building of that line?

(Same objection.)

A. $6,062,500, or thereabouts in bonds.

Q. Were bonds also issued to the Pacific Improvement Company for constructing the other branch lines of road mentioned in the mortgage to D. O. Mills and Lloyd Tevis?

(Same objection.)

A. Yes, sir; bonds were issued under different contracts, either with the Pacific Improvement Company, the Western Development Company, or the Contract and Finance Company; there were contracts with all of those companies.

Q. One of those three companies built all the roads, taking their pay in bonds and stock?

(Same objection.)

A. Yes, sir.

Mr. CALL.—From the record produced by the witness, marked on the back "Record Southern Pacific R. R. Co., A," I offer the following parts of the record referred to: Pages 117 to 132, inclusive, excepting the duplicate copy of articles as proposed, and as adopted, which will be omitted.

(Same objection.)

Mr. CALL.—By consent, in lieu of copying the articles of consolidation of 1873, as they appear in the original record, as now being offered, it is agreed that the articles of consolidation of that date heretofore offered, and marked "Exhibit ——," shall stand in lieu thereof. Is that satisfactory to you?

Mr. REDDING.—That is satisfactory to me, with the same objection to its competency, relevancy and materiality.

Mr. CALL.—I also offer in evidence pages 136 and 137.

(Same objection.)

Also pages 145, 146.

(Same objection.)

Mr. CALL.—Also page 147.

(Same objection.)

Mr. CALL.—I also offer in evidence page 148.

(Same objection.)

Mr. CALL.—Also pages 151, 152, 153, 154, 155, 156, 157 and 158, omitting the articles of consolidation of 1874.

(Same objection.)

Mr. CALL.—Mr. Redding, is it admitted that the articles of 1874, marked "Master's Exhibit ——," shall stand in lieu of the excerpt from the record, without the necessity of copying again the articles set forth herein.

Mr. REDDING.—Yes, sir; subject to the same objections heretofore made.

Mr. CALL.—I also offer pages 159, 160, 161, and 162 to 166, inclusive.

(Same objection.)